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The Solicitors' Journal

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Current Topics.

The Solicitors Act, 1933.

THIS Act, which received the Royal Assent last Wednesday, is published at page 462 of this issue. A short commentary of its main provisions appeared in our issue of 31st December last when the Bill was first introduced, and save for a few minor amendments, and additional saving clauses with reference to solicitors occupying public positions (with which we hope to deal more fully next week), the Act contains all the principal provisions of that Bill. The Law Society has with commendable promptitude issued Proposed Draft Rules under the Act which are published in a column under the heading "Rules and Orders" in this issue. As the Act does not come into operation until the beginning of next year, this early publication of the proposed Rules should give ample time for their consideration and discussion and ensure the creation of satisfactory machinery for carrying the Act into effect.

Commissioners of Assize.

THE appointment of Sir WILLIAM ELLIS HUME WILLIAMS, K.C., as a Commissioner of Assize, following as it does similar recent appointments, should materially assist in disposing of the business on the particular circuit and thus set free the judges of the High Court, more of whom are thus able to remain in town for the London work. The "association," as it may be termed, of King's Counsel, that is their inclusion in the commissions of assize, is of long standing, and was the happy idea of some anonymous genius who recognised the desirability of making provision for the possibility of the judge travelling the circuit falling ill, or for some other reason being unable to cope with the work. Again and again King's Counsel have thus been requisitioned to hear cases even where they have not been formally appointed Commissioners to undertake the whole work on the particular circuit, and, although it is said that the assize towns prefer what they call a "red" judge, there can be no doubt of the immense public advantage that it should thus be possible for the assistance of the members of the Inner Bar being made available for the more speedy despatch of business. It is singular, however, that in view of the obvious advantage of invoking on occasion the services of King's Counsel for circuit work, it never seems to have occurred to those in authority that what is good for the country might be equally good for London when there happens to be, as very frequently there is, much leeway to be made up. With long lists awaiting trial why should there not be temporary appointments made of Commissioners to clear off the arrears? No doubt statutory authority would be necessary to establish such an innovation, but temporary appointments such as those suggested might obviate the necessity of appointing additional judges, a step which would appear to be often difficult to take in view of the persistent call for economy. At the present time there are not sufficient judges of the King's Bench Division adequately to overtake the work, especially when it is remembered that judges like ordinary mortals, are sometimes afflicted with illness which prevents them for a time undertaking the discharge of their very onerous duties.

Old Conveyances.

WHILE the major portion of the Gold Supplement issued by *The Times* last week appealed chiefly, as its name might indicate, to those concerned with, or interested in, matters of high finance, there was one article that made a wider claim, namely, that on Hatton Garden and its evolution from a pleasaunce to a market place for gold and gems. Associated with this well-known locality, and, indeed, taking its name from them, were numerous members of the Hatton family, of whom one of the best remembered is Sir CHRISTOPHER HATTON, who rose to be Lord Chancellor in the reign of Queen Elizabeth. Long in the possession of the family, the estate had eventually to be sold, and now comes the stage in the story, as narrated by the writer of the article, Mr. H. MARRYAT, in which lawyers have a professional interest. We are told that the lawyers who had already enjoyed a century of litigation in connection with the Hatton Estate, became engaged in what must have been a record transaction, for over 300 houses were sold, and each conveyance covered some 35 square feet of parchment, while the abstract of title comprised 82 foolscap sheets of legal paper, all closely written by hand. Those were what some would call the "good old days," which indeed subsisted till comparatively late in our legal history, when conveyancers were remunerated by the length of the deeds they drafted but on a scale so low as to induce, as JOSHUA WILLIAMS said, the insertion of a multitude of synonyms and expletives by the aid of which ideas were diluted to the proper remunerative strength, not, as he went on to point out, that lawyers actually inserted nonsense simply for the sake of increasing their fees, but words, sometimes unnecessary in any case, sometimes only in the particular case in which they were employed, were suffered to remain, sanctioned by the authority of time and usage. Bad the system certainly was, but, as the same writer insisted, the fault was not that of the profession. Now, as we know, a better system obtains, brought about in part by a more rational method of remunerating conveyancers, and in part also by legislation which has rendered unnecessary the insertion of many clauses and expressions theretofore deemed essential to the validity of a deed. Of the drastic effect of the Conveyancing Acts of 1881 and 1882 in simplifying the art of the draftsman, Mr. G. GLOVER ALEXANDER, in a volume of Cambridge Essays, mentions that he was told by an eminent London solicitor that in 1883 his firm paid to conveyancers in Lincoln's Inn 600 guineas less than they had done for some years previously. Upon this Mr. ALEXANDER has his little joke by wondering whether the firm's clients reaped a corresponding advantage!

An Unlimited Power of Selection.

Though testators' intentions not infrequently fail because they have not fully or clearly given expression to them, there are cases of rarer occurrence, where the court has held that the language used is wide enough to convey a greater interest than was probably intended. An example will be found in the late Lord Wavertree's will, which recently came before the court to construe a gift of furniture: *Re Wavertree* (77 Sol. J. 468). The testator bequeathed to his adopted daughter such of the furniture and household effects which at the date of his death should be in or about either of his residences, Horsley Hall or Sussex Lodge, as she might select for the purpose of furnishing a residence. Several questions arose on the construction of this gift, in particular, could the lady select furniture from both houses, or only from one of them, and was there any limit to the power of selection, having regard to the object of the bequest, that of furnishing some other residence. On the first point Eve, J., held that the legatee was entitled to select any furniture she might choose at either or both, and not merely one or the other of the residences. Secondly, the expression "in or about" entitled the legatee to select from any motor cars in the garages and from garden tools and movable plants. Finally, that as there was no limit of value or quantity imposed in making the selection, and the phrase "for the purpose of furnishing a residence" could not be used to cut down the bequest, the learned judge held, following *Arthur* v. *Mackinnon*, 11 Ch. D. 385, and *In re Sharland* [1896] W.N. 62, that the result was that the legatee was not obliged to exercise any power of selection, but was entitled to the whole of the furniture and household effects in and about both the named residences of the testator, who probably intended her to pick out what she fancied and to leave the rest. In *Arthur* v. *Mackinnon*, Jessel, M.R., delivered a very short judgment as follows: "I have no doubt as to the meaning of this will. Of course the widow takes the whole. Following the words literally she might take the whole of the plate with the exception of one article of probably no value, when the maxim *de minimis* would apply." A power to a legatee to make a selection from certain articles should name some limit of value if it is not to be construed as a gift of the whole of the subjects from which the selection is to be made. The decision in *Kennedy* v. *Kennedy*, 10 Hare 438, is possibly distinguishable from the above cases, but not easily.

Tote Clubs.

Those solicitors whose practices bring them into contact with tote clubs will be interested in the decision of Mr. Justice du Parcq in *Streatham Cinema Ltd.* v. *John McLauchlan Ltd.*, reported in *The Times*, 2nd June. The pith of the decision is: first, that tote clubs operated on a credit basis are within the law; and secondly, that, where a lease of premises is granted expressly for the purpose of carrying on thereat a tote club, the lessee cannot avoid paying the rent on the grounds that the lease was granted for an illegal purpose, the reason being that, as it is possible to operate a tote club in a lawful manner, the lessors were entitled to assume that the club was in fact carried on in a lawful manner. Tote clubs throughout the country were virtually disbanded by the *Shuttleworth and Leeds Greyhound Association Case*. They were in most cases left in a very bad position. Goods had been purchased on credit, contracts made and other onerous liabilities incurred; and suddenly they were faced with a complete cessation of any prospect of income. It is not surprising, therefore, that they should search for some method of avoiding their liabilities. This they found in the plea that the goods supplied, work done or service rendered, as the case may be, were contracts for an illegal purpose, and that no money could be recovered thereunder. We venture to suggest, with caution, that Mr. Justice du Parcq's decision has rendered this defence as unsound in law as it is in morality; but it might still be effective in circumstances where the plaintiffs know that the tote club in question is operated for cash, or where machines have been supplied which from their design can only be used for cash betting. It may be argued that the facts of the *Streatham Cinema Case* are rather peculiar in that the lease contained a covenant prohibiting the lessees from using the premises "in breach of the laws and regulations of the local and other authorities," but the learned judge did not regard this clause as affecting the principle.

Performance in Public.

The recent decision in *Performing Right Society, Ltd.* v. *Hawthorns Hotel (Bournemouth), Ltd.* (reported in *The Times*, 28th June, 1933), indicates that a performance of musical works, protected by copyright, in an hotel lounge is a "performance in public" and constitutes an infringement of the rights conferred by s. 1 (2) of the Copyright Act, 1911. The plaintiff society was a limited company by means of which authors, composers, publishers and others interested in the copyright of their works collected fees for their public performance. For the past four years a trio had on Sundays and a few other evenings played in the lounge of the defendant's hotel, which had accommodation for about 175 guests. It was argued that the hotel was more like a high-class residential establishment (a number of persons made it their permanent home) than an hotel on the sea front with a commissionaire at the door encouraging the public to come in, and that the performance was of a domestic or quasi-domestic character. Bennett, J., observed that, on the evidence, any member of the public who had given the defendants notice of his desire to dine at the hotel would have been allowed to dine there, provided he appeared respectable and had the requisite money. Thereafter he would have been at liberty to go into the lounge and listen to the performance. The learned judge held that the performance was a performance in public, and that the plaintiffs were entitled to an injunction to restrain the defendants, their servants, and agents, for the duration of the copyright, from performing in public the two musical works in question.

The Dangerous Drugs Act, 1932.

This statute will come into force on 9th July next. It was passed by way of British ratification of a convention concluded at Geneva in 1931, whereby twenty-five nations (including four manufacturing nations) agreed to place fresh restrictions upon the manufacture and distribution of certain dangerous drugs capable of encouraging the habit of addiction. The convention contained certain provisions to which effect could not be given in the United Kingdom without amendment of the Dangerous Drugs Acts, 1920 to 1925. This statute accordingly became necessary and its principal feature is to be found in s. 1, which gives an entirely new list of drugs—many bearing weird names intelligible only to the medical and pharmaceutical professions, but mostly derivations of opium, Indian hemp and cocaine. A perusal of the Act shows that there is a constant stream of new preparations derived from these three plants (the poppy, the Indian hemp and the coca leaf). Section 2 provides that it "shall not be lawful for any person in the United Kingdom to trade in or manufacture for the purpose of trade any products obtained from certain alkaloids of opium and of the coca leaf not being products which on the 13th day of July, 1931, were being used for medical or scientific purposes." The fact that the League of Nations at Geneva is the centre of all this international legislation and that the world traffic in dangerous drugs is being watched and from time to time checked at that source, serves to show that the League does not exist merely for disarmament purposes, but that its most effective and substantial work for humanity lies in directions such as this, which are outside the pale of international controversy.

Limitations upon Distress.

THE enacting of statute after statute dealing with the same subject-matter from different points of view is as frequent a source of confusion as that resulting from conflicting judicial decisions. In this article it is proposed to discuss one such point, and to attempt to explain away the confusion.

The matter begins with the Landlord and Tenant Act, 1709. Prior to that date a landlord could distrain only while the relationship of landlord and tenant still subsisted. Once the tenancy had been determined that remedy was no longer open to him. By ss. 6–7 of that Act, however, any person entitled to arrears of rent upon any lease for life or lives or for years or at will which has been ended or determined may distrain for such arrears only within six calendar months after the termination of the lease, provided also that the landlord's title still continues and possession is still held by the tenant from whom the arrears became due.

Under the 1709 Act it is essential that the *landlord's* title should still continue. The legal position where this requirement is not complied with was, in part, regulated by the Landlord and Tenant Act, 1851, which provides (s. 1) that where the landlord is a tenant for life or holds for any other uncertain interest and the estate of the tenant determines through the death or cesser of the landlord's interest, the tenant shall, *in lieu of emblements*, continue to hold the premises until the end of the current year of his tenancy, and the succeeding landlord shall be entitled to recover and receive of the tenant a fair proportion of the rent for the period since the lessor's death or cesser of estate. The 1851 Act applies, however, only to " the lease or tenancy of any farm or lands held by a tenant at a rack rent." In *Haines* v. *Welch and Marriott* (1868), L.R. 4 C.P. 91, *H* held as tenant from year to year (11th October to 11th October) of *A*, tenant for life, a cottage with about an acre of land, which was partly cultivated as a garden and partly sown with corn and planted with potatoes. The defendant *M* was entitled to the property on the death of *A*, which occurred in February. On 12th October next following, the defendant *W* (as bailiff for *M*) distrained on the plaintiff for the proportion of rent due from the death of *A* up to 11th October. In an action for wrongful distress, counsel for *H* contended that the 1851 Act applied only to agricultural tenants, and that the plaintiff was not such within the meaning of the Act. Wills, J., rejecting this contention and holding the distress lawful, said (at p. 92): " . . . there were, in fact, on this land corn and potatoes in respect of which the tenant might have claimed a right to emblements: the case comes, therefore, within the mischief to be remedied by the Act . . . Here the land could not be considered as a mere curtilage to the cottage, and we ought to draw the inference in point of fact, that this was such a piece of land as would give rise to a substantial claim for emblements, and is, therefore, a 'farm or lands' within the Act."

Many tenancies exist other than of a " farm or lands " in respect of which emblements are claimable, and in such cases the 1851 Act has no application.

The next stage in the story came with the Agriculture Act, 1920, the relevant section of which (s. 14) was repealed and re-enacted with slight modifications by the Agricultural Holdings Act, 1923, s. 24 of which contains the latest statutory enactment on this matter in the following words :—

> " (1) Where the tenancy of any holding held by a tenant at a rack rent determines by the death or cesser of the estate of any landlord entitled for his life, or for any other uncertain interest, instead of claims to emblements, the tenant shall continue to hold and occupy the holding until the occupation is determined by a twelve months' notice to quit expiring at the end of a year of the tenancy, and shall then quit upon the terms of his tenancy in the same manner as if the tenancy were then determined by effluxion of time or other lawful means during the continuance of his landlord's estate.
>
> " (2) The succeeding landlord shall be entitled to recover from the tenant, in the same manner as his predecessor could have done, a fair proportion of the rent for the period which may have elapsed from the date of the death or cesser of the estate of such predecessor to the time of the tenant so quitting."

According to Foa (" Landlord and Tenant," 6th ed., p. 576), such new landlord may take advantage of the provisions of the 1709 Act and distrain within six months after the expiry of the tenant's interest in accordance with the 1851 Act. *Haines* v. *Welch and Marriott*, *supra*, is cited in support of this proposition, but the point was not mentioned there, though the suggestion would appear to be a reasonable one.

Section 24 of the 1923 Act applies expressly only to a " holding," which " does not include an allotment garden or include any land cultivated as a garden unless it is cultivated wholly or mainly for the purpose of the trade or business of market gardening . . . " (s. 57, Act of 1923). It is clear, therefore, that the 1923 Act, in its turn, leaves unaffected many cases to which the 1851 Act applies. Thus, to take the facts in *Haines* v. *Welch and Marriott*, *supra*, the 1923 Act would have no application to a cottage with about an acre of land cultivated as a garden and partly sown with corn and planted with potatoes. Such premises do not constitute a " holding," although they are " a farm or lands " within the meaning of the 1851 Act.

One may summarise this whole matter in the following way: Where it is sought to test the legality of a distress levied after the tenancy has terminated, *three* questions should be asked, and in the following order :—

> (1) Has the tenancy come to an end by reason of the termination of the *lessee's* interest ?

If so, then *whatever the nature of the premises*, distress is lawful only within the limits laid down by the 1709 Act, i.e., within six months after the termination of the tenancy and while the tenant is still in possession. If, on the other hand, the termination of tenancy is due to the cesser of the *landlord's* uncertain interest, the next question is—

> (2) Are the premises an " agricultural holding " ?

If they are, the tenant may remain in possession until he receives a proper notice to quit, and the new landlord may distrain at any time before that date or (*semble*) within six months thereafter, provided the tenant is still in possession. If they are not, the third question is—

> (3) Are the premises " a farm or lands " within the 1851 Act (the test being whether or not the tenant has any claim to emblements) ?

If they are, the tenant may complete the then current year of his tenancy, and the new landlord may distrain until that date or (*semble*) within six months thereafter, provided the tenant continues in possession. If they are not, then the final position is that, since the tenant is, at most, holding only on sufferance, the new landlord can distrain only if the facts indicate that a new tenancy has been created between himself and the tenant: *Alford* v. *Vickery* (1842), Car. & M. 280.

Hire-Purchase:

Some Recent Decisions.

THE law relating to hire-purchase agreements is now of such general importance that it may be of interest to draw attention to some recent decisions.

The phrase " hire-purchase " is often applied loosely, and agreements are called hire-purchase agreements which are in fact out and out sales with the purchase price payable by instalments. *Helby* v. *Mathews* [1895] A.C. 471, made this clear, and the term " hire-purchase " can only be correctly applied to an agreement which provides for a bailment for reward, payable by instalments, with an option to the hirer to determine the hiring at any time or to buy the goods

outright on the payment of the last instalment, or sometimes of a further nominal sum.

This great main distinction has long been settled, but many subsidiary problems yet remain to be solved. One of these has been settled in *Modern Light Cars, Ltd.* v. *Seals (a Firm)* [1933] W.N. 127; 77 Sol. J. 420. The agreement there had all the requisites of a true hire-purchase agreement, but in addition the hirer of a motor car gave to the owners a promissory note for the whole amount of the monthly payments, the promissory note being expressed in the agreement to be a collateral security. The hirer having sold the car, in breach of the agreement, to X, who sold it to the defendants, the owners sought to recover the car or its value and damages for its detention. The defendants contended that the transaction was either a sale on credit, an agreement to sell, or a bill of sale, and that the owners were accordingly not entitled to possession or damages. Roche, J., however, held otherwise, deciding that the document was a hire-purchase agreement and the promissory note was given as a collateral security. The learned judge pointed out that his decision was supported by three other decisions arising out of documents the same in all material respects to those in question. In the first, *Continental Guarantee Corporation* v. *Mercado* (unreported), the document was held to be a hire-purchase agreement and bills of exchange, which had been given, a collateral security. The second, *In re Rankin and Shiliday* (1927), N.I. 162, decided that neither the giving of bills or bills of exchange as collateral security nor the subsequent discounting of them amounted to payment for the vehicle. The third was a very recent decision of Goddard, J., at Liverpool Assizes on the 28th April, 1933, *Cooper* v. *Oswald Tillotson, Ltd.* (unreported), which was to the same effect. The case before Roche, J., was in the nature of a test case, since the agreement was in a form which is now very widely used, and it is now clear that in such a document the giving of collateral security does not make the transaction a sale if the rest of the document is such as to make it a hire-purchase transaction.

On the question of the true nature of the transaction, *R.* v. *Clarke* (*The Times*, 12th May), should be considered, in which a metropolitan magistrate acquitted a defendant on a charge of stealing a wireless set. The defendant was paying, under a hire-purchase agreement, a first payment of £1 6s., subsequently £1 a month, but in any event £8 10s. whether he kept the set or not. The £8 10s. was expressed to be "by way of compensation for depreciation of the said article." The defendant sold the set during the currency of the agreement, but the learned magistrate held that the payment of £8 10s. made the transaction an out and out sale on credit and that the defendant could not steal his own property. With all due respect, however, it appears that the learned magistrate failed to understand the transaction correctly and thought that because the owners were to receive in any event £8 10s., besides either the second-hand value of the set or some of the payments, totalling or exceeding its cost to them, namely, £10 5s., there was a sale. It does not appear from the report that there was any intention that the property should pass before the full payment, and it must be remembered that the hirer could return the set during the currency of the agreement. It is therefore difficult to see how there could have been a sale. The learned magistrate, in fact, expressed a doubt, to the benefit of which the defendant was entitled, and with all due respect the decision does not seem in accordance with the principles already laid down.

In *Karflex, Ltd.* v. *Poole*, 49 T.L.R. 418, a different question arose. The plaintiffs entered into a hire-purchase agreement with the defendants in which the plaintiffs as owners let a car to the defendant on the usual terms. There was an express term that "unless and until such purchase has been so effected the motor shall be and remain the sole and absolute property of the owners and the hirer a mere bailee thereof." The plaintiffs were also empowered during the currency of the agreement to place numbers on the car to identify it as their property. The defendant agreed to pay a sum for compensation for depreciation of the car if the car was returned to the plaintiffs by the defendant or re-taken by the plaintiffs. After a default by the defendant in the payment of the instalments the plaintiffs took back the car and brought an action for the depreciation money. It then appeared that the plaintiffs had bought the car from a man who had acquired it dishonestly and that the plaintiffs were not the owners.

The defendant accordingly argued that the contract contained an express, or at any rate, an implied, condition that the plaintiffs were the owners of the car and could give a good title to it, and that in the event of a breach of that condition the plaintiffs should fail on their claim, and that the defendant should succeed in his counter-claim for the return of the deposit he had paid. The Divisional Court (Acton and Goddard, JJ.) accepted this argument, Acton, J., pointing out that the claim for the depreciation money was (in substance) a claim for money expressed to be payable in respect of the depreciation of a car which was not the plaintiffs' property. It was not a claim for conversion or detinue, but an action upon a contract the whole of which was conditional on the plaintiffs' ownership of the car. The counter-claim, being for a sum expressed to be paid for an option to purchase which the seller had no right to grant, must also clearly succeed. Goddard, J., agreed, and added that in his view where persons let out goods under a hire-purchase agreement, there is an implied condition that they are the owners of the goods at the time of the agreement. In his view the doctrine that a bailee is estopped from denying his bailor's title does not apply to such contracts as hire-purchase agreements, which are special agreements containing the elements not only of bailment but also of sale. To refuse to imply such a condition would lead to the gravest practical inconvenience. The instance was quoted in argument and with approval by Goddard, J., of the hotel-keeper who furnishes his hotel on the hire-purchase system. If there is no such condition he may at any moment find his rooms reduced to bare floors, walls and ceilings by the arrival of some third person who had a good title to the furniture. No sane man would sign such an agreement.

Company Law and Practice.

Prohibition of Trading in Common of more than a certain number of Persons.

I referred last week at the close of this column to the Companies Act, 1929, ss. 357 and 358, containing the prohibitions against partnerships of more than ten persons for banking, and more than twenty persons for any other purpose. James, L.J., has given us the benefit of his views as to the object of these provisions. In *Smith* v. *Anderson*, 15 Ch.D. 247, at p. 273, he says: "The Act was intended, as it appears to me, to prevent the mischief arising from large trading undertakings being carried on by large fluctuating bodies, so that persons dealing with them did not know with whom they were contracting, and so might be put to great difficulty and expense, which was a public mischief to be repressed." In *Harris* v. *Amery*, L.R., 1 C.P. 148, Willes, J., gives his view of the matter. "It should seem," he says at p. 154, "that the legislature, viewing the frauds which had been committed by large companies, and the great inconvenience which was found to arise by reason of the difficulty of enforcing claims and settling accounts between surviving members and executors of deceased members, and otherwise, have thought fit to determine that no company, association or partnership consisting of more than twenty persons shall be formed for the purpose of carrying on any

business that has for its object the acquisition of gain by the company or its members, unless registered under the Act."

The case above referred to, *Smith* v. *Anderson*, is of some interest. A body of persons subscribed sums of money which were used for the purchase of shares in various submarine telegraph companies, and the subscribers were furnished with certificates which showed that they had subscribed. The shares were vested in trustees upon trusts set out in a trust deed made between the trustees and a covenantee on behalf of the certificate holders; it is unnecessary for the purposes of this article to set out at any length the trusts which were declared, but the certificate holders were to be entitled to have the income of the shares applied in payment of interest at 6 per cent., and the surplus income was to be applied in redeeming the certificates. The trustees had powers of sale, and, in certain events, of re-investment in submarine telegraph shares. Sir George Jessel, M.R., following *Sykes* v. *Beadon*, 11 Ch.D. 170, held that this was an association of more than twenty persons formed for the purpose of carrying on business that had for its object the acquisition of gain by the association, or by its individual members, and ordered that, as it was not registered, it should be wound up, but the Court of Appeal took the opposite view.

It was held, in the first place, that it was not an association within the meaning of the Act: "Persons who have no mutual rights and obligations do not, according to my view, constitute an association, because they happen to have a common interest or several interests in something which is to be divided between them," says James, L.J., in his judgment at p. 275. Next it was said by the Court of Appeal that, even if it was an association, it was not formed for the purpose of carrying on business, and even if it were, it was the trustees who carried it on, and as there were not more than twenty of them, the provisions of the Act did not catch them. A cumulative process of reasoning with which it seems difficult to find fault.

The definition of "business" seems to have caused some difficulties in the past. Sir George Jessel discussed its meaning in *Smith* v. *Anderson*, *supra*, quoting, incidentally, from Dr. Johnson's dictionary, as edited by Latham, and says that it is a word of extensive use and indefinite signification, and that the legislature could not well have used a larger word. In the same strain Willes, J., in the case of *Harris* v. *Amery*, just referred to, says that it is unnecessary to refer to authorities to show that "business" has a more extensive significance than "trade"; farming and banking he gives as illustrations of businesses which are not strictly trades.

In *Commissioners of Inland Revenue* v. *Korean Syndicate Limited* [1920] 1 K.B. 598, and [1921] 3 K.B. 258, the question arose as to whether a company incorporated under the Companies Acts was carrying on a business within the meaning of s. 39 of the Finance (No. 2) Act, 1915, so as to render its profits liable to excess profits duty. The company's business operations were not by any means of a complicated nature; it had two sources of income only, neither of which apparently entailed large exertions to collect. The first was interest on a bank deposit, and the other was payments which fell due under an agreement for a lease, the payments varying with the profits made by the lessees. An annual premium on a sinking fund policy was paid by the company, and it had a local agent in Korea, who was paid a retaining fee of £25 per annum. The company was assessed in a certain sum for excess profits duty, and it appealed against the assessment to the Special Commissioners on the ground that it was not carrying on a trade or business within s. 39 above referred to. The Commissioners allowed the appeal and discharged the assessments, a view upheld by Rowlatt, J., but dissented from by the Court of Appeal. The memorandum contained in cl. 3 (1) as an object of the company, the acquisition and turning to account of concessions, and the Court of Appeal decided that the agreement to which I have referred (which was referred to, in the usual way, in cl. 3 (1) of the memorandum) had the effect of carrying out the company's objects, or one of them, and that the company was carrying on business. Rowlatt, J., in the report in [1920] 1 K.B. 598, at p. 603, confirms the views expressed by Sir George Jessel and Willes, J., by saying "Business is a word of wide meaning. It may mean any trade or only an occupation."

I have referred above to *Harris* v. *Amery*, L.R., 1 C.P. 148. That case raised the question of the true construction of the Act in a rather unusual way, the actual point for determination being whether certain persons ought to be on the list of voters for the Borough of Totnes. By an agreement for a lease, X agreed to let to forty-six persons certain lands, containing about 142 acres, with the buildings and premises thereon. These lands were farm lands, and the enterprising forty-six appointed one of their number as manager, and proceeded to farm the lands, buying and selling stock, grazing them, selling the wool of the sheep, and generally carrying on in the usual way as farmers. Accounts were regularly kept, but the main object of this curious organisation was to confer votes upon the forty-six. In this, however, it failed, for the court held that it was an illegal partnership: "I am of opinion," says Erle, C.J., at p. 154, "that farming and grazing are within the statute, both are businesses which have for their object the acquisition of gain."

With regard to this last phrase, there is authority to help us to construe it. "Gain," says Sir George Jessel, in *Re Arthur Average Association*, 10 Ch. App. 542, at p. 546, "is something obtained or acquired. It is not limited to pecuniary gain. We should have to add the word 'pecuniary' so to limit it. And still less is it limited to commercial profits. The word used . . . is not 'gains' but 'gain' in the singular . . . I take the words as referring to a company which is formed to acquire something, or in which the individual members are to acquire something, as distinguished from a company formed for spending something, and in which the individual members are simply to give something away or to spend something, and not to gain anything." Put shortly, the result of Sir George Jessel's judgment in that case may fairly be said to be that an indemnity against loss is a gain.

In *Jennings* v. *Hammond*, 9 Q.B.D. 225, persons to a number in excess of twenty had formed themselves into a society with a view to getting together a fund to be used for making loans to members. It was held to be an illegal association, and that it could not sue, either by itself, or through a trustee to whom the note had been given, on a promissory note given by a member to secure moneys advanced to that member in accordance with the rules of the association. A somewhat similar result followed in *Shaw* v. *Benson*, 11 Q.B.D. 563.

But in *Greenberg* v. *Cooperstein* [1926] Ch. 657, Tomlin, J., ordered an account, at the suit of certain members of one of these illegal associations, against the treasurer and secretary of the association, which was a club for making loans to members, distinguishing the cases where the illegal association was seeking to enforce an illegal contract. "It is a different case," he said, at p. 666, "where those who have subscribed money for an illegal purpose come requiring the agents in whose hands it is and who were to apply it for that purpose and have not done so, to return it to them. I am happy to think that the law is not so feeble that it cannot protect the subscribers by ordering an account."

The case of *Re One & All Sickness & Accident Assurance Association*, 25 T.L.R. 674, is another case of some interest but I must defer a consideration of it to another time.

SUMMER ASSIZES.

The following days and places have been fixed for the Summer Assizes, 1933, on the Midland Circuit (Second Portion): Mr. Commissioner Hume-Williams, Wednesday, 5th July, at Warwick; Mr. Justice Acton and Mr. Commissioner Hume-Williams, Monday, 10th July, at Birmingham.

Solicitors Act, 1933.

An Act to amend the law relating to solicitors by providing for the making and enforcement of rules as to the keeping of accounts for clients' moneys and other matters of professional conduct.

BE IT ENACTED by the King's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :—

1. *Council of Law Society to make rules as to certain matters.*]—The Council of the Law Society shall make rules—

(*a*) as to the opening and keeping by solicitors of accounts at banks for clients' moneys ; and

(*b*) as to the keeping by solicitors of accounts containing particulars and information as to moneys received, held or paid by them, for or on account of their clients ; and

(*c*) empowering the Council to take such action as may be necessary to enable them to ascertain whether or not the rules are being complied with ;

and may, if they see fit, make rules for regulating in respect of any other matter the professional practice, conduct, and discipline of solicitors :

Provided that rules made under this section shall not come into operation until they have been approved by the Master of the Rolls.

2. *Consequences of failure to comply with rules.*]—(1) If a solicitor fails to comply with any of the rules made under the preceding section, any person may make a complaint in respect of that failure to the disciplinary committee.

(2) The provisions of Part I of the Solicitors Act, 1932, shall apply in relation to complaints under this section as they apply in relation to applications to the committee under the said Part I :

Provided that in addition to the powers conferred on the committee by subsection (2) of section five of the said Act the committee and, upon appeal, the High Court shall have power to impose on the solicitor a penalty not exceeding five hundred pounds, and any penalty so imposed shall be forfeit to His Majesty.

3. *Discretion of Registrar to refuse practising certificate in certain cases.*]—Section thirty-eight of the Solicitors Act, 1932, (which gives a discretion to the Registrar of Solicitors to refuse to issue certificates in special cases) shall, in addition to the cases mentioned therein, apply to the case where a solicitor applies for a certificate to practise without having paid any penalty imposed upon him under the last preceding section, or any costs ordered to be paid by him under that section or under Part I of the Solicitors Act, 1932.

4. *Saving for certain public officers.*]—(1) In the case of a solicitor employed as a public officer, rules made under paragraph (*a*) or paragraph (*b*) of section one of this Act shall not apply to him so far as regards moneys received, held, or paid by him in the course of his employment as such public officer.

(2) In this section the expression " public officer " means an officer whose remuneration is defrayed out of—

(*a*) moneys provided by Parliament ; or

(*b*) the revenues of the Duchy of Cornwall or the Duchy of Lancaster ; or

(*c*) the common fund of the Ecclesiastical Commissioners ; or

(*d*) the general fund of Queen Anne's Bounty ; or

(*e*) the fund of the Electricity Commissioners ; or

(*f*) the Forestry Fund ; or

(*g*) the Development Fund ; or

(*h*) any other revenues or fund for the time being prescribed by the Treasury.

5. *Saving for certain county officers.*]—(1) Rules made under paragraph (*a*) or paragraph (*b*) of section one of this Act shall not apply to a solicitor who holds an office to which this section applies and who does not engage in private practice as a solicitor, and, in the case of a solicitor who holds such an office and who engages in private practice as a solicitor, such rules shall not apply to him except so far as regards moneys received, held, or paid by him in the course of such private practice.

(2) The offices to which this section applies are the offices of clerk of the peace of a county, deputy clerk of the peace of a county, clerk of a county council, deputy clerk of a county council, clerk to the visiting committee of a mental hospital, and clerk of the lieutenancy, and any other office connected with the administration of the county to which a person has, whilst holding any of the offices above mentioned, been appointed by the court of quarter sessions or the county council or a joint committee of the court of quarter sessions and the county council, or a committee of either of them.

6. *Saving for certain officers of local authorities and of statutory undertakers.*]—(1) Rules made under paragraph (*a*) or paragraph (*b*) of section one of this Act shall not apply to any solicitor who is in whole-time employment as an officer of a local authority or of statutory undertakers and does not engage in private practice as a solicitor.

(2) In this section—

the expression " local authority " means any body having power to levy a rate, as defined for the purposes of the Rating and Valuation Act, 1925, or to issue a precept to a rating authority ; and

the expression " statutory undertakers " means any person authorised by or under an Act of Parliament, or an order having the force of an Act of Parliament, to construct, work, or carry on any railway, canal, inland navigation, dock, harbour, tramway, gas, electricity, water, or other public undertaking.

7. *Saving for Solicitor to the City of London.*]—This Act shall not apply to the Solicitor of the City of London.

8. *Relief to banks.*]—(1) Subject to the provisions of this section no bank shall, in connection with any transaction on any account of any solicitor kept with it or with any other bank (other than an account kept by a solicitor as trustee for a specified beneficiary) incur any liability or be under any obligation to make any enquiry or be deemed to have any knowledge of any right of any person to any money paid or credited to any such account which it would not incur or be under or be deemed to have in the case of an account kept by a person entitled absolutely to all the money paid or credited to it :

Provided that nothing in this subsection shall relieve a bank from any liability or obligation under which it would be apart from this Act.

(2) Notwithstanding anything in the preceding subsection, a bank at which a solicitor keeps an account for clients' moneys shall not, in respect of any liability of the solicitor to the bank, not being a liability in connection with that account, have or obtain any recourse or right, whether by way of set off, counter claim, charge, or otherwise, against moneys standing to the credit of that account :

Provided that nothing in this subsection shall deprive a bank of any right existing at the time when the first rules made under this Act come into operation.

9. *Short title, construction, commencement and extent.*]—(1) This Act may be cited as the Solicitors Act, 1933.

(2) The Solicitors Act, 1932, and this Act shall be construed together as one Act and may be cited together as the Solicitors Acts, 1932 and 1933.

(3) This Act shall come into operation on the first day of January, nineteen hundred and thirty-four.

(4) This Act shall not extend to Scotland or to Northern Ireland.

[NOTE.—This form of the Act has been adapted from the Bill as ordered to be printed by the House of Lords on the 25th May, together with the amendments since made according to *Hansard*—a King's Printer's copy not yet being available. —ED., *Sol. J.*]

A Conveyancer's Diary.

Capital and Income—Funded Dividend Certificates in respect of Arrears of Dividends.

A CASE of some interest and importance upon the question "Capital or income?" is *Re Sandbach: Boyds* v. *Douglas* [1933] 1 Ch. 505.

By his will Sandbach, after bequeathing legacies, bequeathed all the residue of his personal estate to trustees upon trust for conversion, with power to postpone, and after providing for the legacies to invest the residue and to stand possessed thereof and the income thereof in trust for all such of his children living at his death or born afterwards and of the children then living or born afterwards of any child of his who might have died in his lifetime as being male should attain the age of twenty-four years, or being female should attain that age or marry under that age, if more than one, as tenants in common, and so that the share of each son should be double the share of each daughter. The testator directed his trustees, in the event of any child of his not having at the time of his death attained a vested interest in his or her presumptive share, to pay the income arising from any such share to the testator's wife until such child should attain a vested interest, and the testator directed that the shares of any females in his residuary estate should be settled on such females attaining a vested interest.

By a codicil the testator declared that his trustees should stand possessed of his residuary estate upon trust to pay the income thereof to his wife during her life, provided she should so long continue his widow, and declared that such trusts should take priority of the trusts declared in his will concerning his residuary estate, and after the death or re-marriage of his wife his trustees should stand possessed of his residuary estate both as to capital and income upon the trusts declared in his will.

The testator died in 1915 leaving his widow surviving and three children, P. D. Sandbach (a son), who was born in 1907 and attained twenty-four in 1931; R. M. Sandbach (a son), who was born in 1909; and M. P. Sandbach (a daughter), who was born in 1916.

The testator's widow married again in 1917 and became Mrs. Douglas.

By certain settlements the share of P. M. Sandbach was settled upon trusts under which he took a life interest.

At the date of his death the testator was possessed of 500 5½ per cent. cumulative preference shares of £5 each in a brewery company, which were retained by the trustees under a power contained in the will. No dividend had been paid on those shares since 1900. In 1919 a sum of £97 19s. 5d. was paid as dividend for the year ending 31st December, 1918, out of the profits for that year. In 1920 a sum of £96 5s. was paid as a dividend for the year ending 31st December, 1919, out of profits of that year. The trustees believed at that time that those sums were paid as arrears of dividends for the years 1901 and 1902 and appropriated them to capital.

In 1920 the company put forward a scheme which was ultimately approved by the court.

The scheme provided that "The cumulative preferential dividend at the rate of 5½ per cent. per annum upon the preference shares of the company shall in future be calculated as if such dividend had been paid in full down to and including 31st December, 1919, and the company shall keep a separate register of the arrears of such dividend accrued down to and including 31st December, 1919, which amount to dividends for 17¼ years (therein called the 'funded dividend') and such arrears shall be capable of being transferred apart from the shares to which the same relate and shall be paid or satisfied in the manner provided for in the subsequent provisions of the scheme." The scheme provided for the issue to holders of the funded dividends of certificates for the amounts to which they were entitled, and also provided that the profits of each year might, after making certain payments, be applied in accepting tenders for the funded dividend certificates at a discount.

In pursuance of the scheme the trustees received a certificate for £2,371 funded dividend. The trustees, believing that the funded dividend was in respect of arrears for the 17¼ years, apportioned it on that basis—a funded dividend of £603 to Mrs. Douglas as income and a funded dividend of £1,768 to capital which they retained.

Mrs. Douglas sold her funded dividend certificates for £298 9s. 8d., and the trustees tendered the certificates which they retained for redemption and received £1,060 15s. for them from the company.

The question was whether these sums ought to be treated as capital or income, or apportioned between capital and income.

A question similar in principle was before the Court of Appeal in *Re Wakley* [1920] 2 Ch. 205.

There a testator specifically bequeathed cumulative preference shares in a company to his son, R, and settled his residuary estate upon trust for all his children. At his death in 1905 the dividends on the shares were in arrear, and it was not until 1907 that there were any profits available for dividend. In that year an interim dividend was declared sufficient in amount to satisfy all the arrears upon the preference shares.

It was held that the dividend declared in 1907 must be treated as being in respect of that year only; that the Apportionment Act did not apply; and consequently that the whole of the dividend belonged to R.

Again, in *Re Marjoribanks* [1923] 2 Ch. 307, a testatrix bequeathed her residuary estate to her trustee upon trust for conversion, with power to postpone, and directed him to pay the income or annual produce to D for life and to apply the net annual produce from the unconverted part of her estate as if it were income of the proceeds of conversion.

The testatrix owned 2,400 fully-paid cumulative preference shares in a company, and under the articles was entitled to be paid out of available profits a cumulative preference dividend of 10s. per share, in addition to a sum of £7 per share. At the death of the testatrix there was due to her, on balance, £3 15s. per share in respect of the £7. The right to that balance was contingent on the company making a profit and not carrying it to reserve. In 1922 the directors passed a resolution "to transfer £80,000 from Reserve to Profit and Loss Account and to declare and pay a dividend of £1 17s. 6d. on the preference shares, being the equivalent of three and three-quarter years' dividend on account of arrears." In pursuance of the resolution £3,150 was paid to the executors of the testatrix.

It was held that on the contingency happening the shareholder then entitled to the shares was entitled to the money which was the equivalent of the right which was once contingent but then became absolute and that the £3,150 was income which became payable for the first time in 1922, and passed to the tenant for life under the terms of the will as "annual produce" of the estate.

Farwell, J., referred to those cases and applied the principle of them to the facts in *Re Sandbach*.

His lordship said: "The position in this case is that if instead of putting into effect this scheme, the company had been in a position and had available funds to declare a dividend, including the amount unpaid for seventeen years, it is plain beyond argument on the authorities above cited that that sum would have belonged to the widow and there would be no apportionment, although much would have represented dividends unpaid in former years. But the company was not in a position to pay in cash and accordingly being anxious to get rid of the conditional rights of the shareholders to payment of the amounts unpaid in past years if and when funds were available, evolved this scheme which was approved by the court and is therefore binding on everybody concerned."

It was contended that the material date was the date of the redemption of the certificates and the money applied in redemption should go to the persons entitled to the income at that date. If that had been so the testator's elder son would have been entitled to two-fifths of it, as he had then attained twenty-four years of age. His lordship did not, however, adopt that view. The funded dividend certificates were in the nature of debentures charged upon profits available for distribution. The learned judge added: "On principle I can see no difference between these funded dividend bonds which are given by the company in discharge of their obligation to pay the arrears of dividend at some future date and the giving of shares in another company to the shareholder in similar discharge."

Consequently, the person entitled to the redemption money was the person entitled to the income when the certificates were issued and not the person entitled when redemption actually took place.

Landlord and Tenant Notebook.

Housekeepers and Porters.

THE two cases in which tenants, entitled to the services of a housekeeper or porter, have proceeded against their landlords on the failure of the functionary in question to perform his duties, are chiefly remembered as illustrating the proposition that specific performance will be refused when practical difficulties such as the necessity for constant supervision present themselves. These two authorities, *Ryan* v. *Mutual Tontine Westminster Chambers Association* [1893] 1 Ch. 116, C.A., and *Barnes* v. *City of London Real Property Co.* [1918] 2 Ch. D. 18, did, however, deal with other points, and those raised in the second case in particular will repay study in these days when large blocks of offices, and of "mansions" and "courts" are on the increase.

In the *Ryan* v. *Mutual Tontine, etc.*, case, a tenant of residential chambers, holding under a twenty-one year lease, complained of the breach of some carefully drawn regulations it incorporated, under which he was entitled to general and special services of a resident porter. Constant attendance was specifically mentioned. The porter was not only slack in attending to his duties, but was frequently away from the place, putting in a few hours' cooking at a restaurant. The relief sought included an injunction to restrain the defendants from employing a porter not resident, and not in constant attendance, and an order that the defendants should appoint a resident porter, and they succeeded at first instance. The decision was reversed on the ground that the appointment of a resident porter was only part of the undertaking, and equity would not order performance of part. And while the point is of academic interest only, it is perhaps worth mentioning that two of the lords justices ridiculed the idea that damages were not an adequate remedy.

In *Barnes* v. *City of London Real Property Co.*, actions brought by five tenants of offices in one building were heard together, and the judgment of Sargant, J., contains authority not only on the question of the availability of the remedy of specific performance but also on the law relating to construction and that relating to the transfer of the burden of covenants.

The common grievance was that the tenants, claiming to be entitled to the services of a resident porter, who was to clean and dust their offices, found that the porter who had resided in the building and adequately performed the services in question, had now been given the task of looking after two other properties in the neighbourhood, had moved into one of them, and was seldom available.

Three of the plaintiffs held under yearly agreements made with the defendants' predecessors, and one question raised was whether the obligation, assuming that the agreement amounted to a covenant on the lessors' part, bound the defendants. The learned judge had little difficulty in coming to the conclusion that it did touch and concern the land, or, in the language of the Conveyancing Act (see now L.P.A., 1925, s. 142), had reference to the subject-matter of the lease (which he held to be the same thing); indeed, dusting and cleaning were certainly as closely related to the subject as the sale of beer in a public-house (*Clegg* v. *Hands* (1890), 44 Ch. D. 503, C.A.).

In the three agreements in question, however, there was no express covenant by the lessors to appoint or employ a housekeeper. After specifying the annual rent, the agreements went on to provide for an additional rent for cleaning the rooms; two of them mentioned "by the housekeeper appointed for the time being by the landlords." Sargant, J., ruled that, if it were necessary to decide the point, the landlords were under an obligation to appoint a housekeeper to attend to the cleaning of the rooms. His judgment on this question cites authorities which include cases from branches of the law other than that of landlord and tenant. As between landlord and tenant, covenants have frequently been held to be implied by covenants in this way: see the "Notebook" of 25th July, 1931 (75 SOL. J. 505).

But applying the principle that when a provision is implied the court will not imply more than is necessary, the learned judge held that, although it was said that there had been a resident housekeeper in charge of the building for some fifty years, no case could be made out in support of the contention that the holder of the office must reside on the premises, or be available outside the ordinary hours for cleaning. The court had only to imply sufficient to prevent the words from being meaningless. The Oxford Dictionary failed to support the contention that a housekeeper must live in the particular house.

The other two plaintiffs, whose leases had been granted by the defendants, held three sets of offices between them, and it was clear from the instruments that the company had decided upon a common form lease, but that this had been modified in the light of experience. For there was an express covenant to appoint a housekeeper, who was to be the tenant's servant, in each case; but the two earlier leases provided that the housekeeper should be in attendance from 8 a.m. till 10 p.m., and this provision had been omitted from the most recent lease. The result was that only in respect of the two older leases did the tenants succeed, damages being awarded. As a matter of interest, Sargant, J., took a very different view on the question of adequacy of damages from that taken by the Court of Appeal in *Ryan* v. *Mutual Tontine, etc.*: he was very sorry he could not grant specific performance.

The lesson to be learned from these authorities is that the drafting of a provision for services of a porter or housekeeper is worthy of great care. There is one point on which there is no authority; the express covenants referred to above made it quite clear that the person appointed was to act as servant of the lessees, though appointed by the lessors; are the latter liable for insurance, or does this fall on the first tenant who employs him in any week?

RECORDER OF LONDON ON GRAND JURIES.

Charging the Grand Jury at the opening of the June session of the Central Criminal Court last Tuesday, the Recorder of London, after informing the jury of the nature of their important functions, said that, except in a very few cases, no person could be put on trial until a Grand Jury had said that he or she should be put on trial. The longer he lived the more convinced he was of the importance of the functions of the Grand Jury, which body was an additional safeguard to say that, in spite of the view expressed by a magistrate, they did not think a case ought to be tried because it was so weak. The same issue of *The Times* which reports this charge also states that the Grand Jury at London Sessions ignored a Bill preferred against one committed from Bow-street Police Court on a charge of indecent assault, with the result that the accused was discharged.

Our County Court Letter.

THE LIABILITIES OF THEATRICAL FIRMS.

In the recent case of *Celebrated Players Ltd.* v. *Lester*, at Warwick County Court, the claim was for £100 for breach of contract, in the following circumstances: (*a*) under a written agreement the defendant undertook that his concert party (The Good Companions) should appear at the Leamington Theatre Royal during the week commencing the 5th December, 1932; (*b*) on the 11th November the defendant wrote that he would be unable to perform the contract; (*c*) the plaintiffs therefore claimed the above sum, for which the defendant was expressly liable. The defendant's case was that (1) he was ill from June to November, when the company was consequently disbanded; (2) he had thirteen players (whose total salaries were £55 a week) but he himself made frequent mistakes in the performance, owing to ill-health; (3) the plaintiffs admitted that there had been no discussion of their probable loss (in the event of the non-appearance of the company) and—as the above amount had thus been fixed arbitrarily—it was a mere penalty; (4) the plaintiffs were only entitled to recover liquidated damages, of a less amount than that claimed. His Honour Judge Drucquer nevertheless gave judgment for the amount claimed, with costs. Compare the notes in the following "County Court Letters": 16th July, 1932 (76 Sol. J. 508), title as above; 6th May, 1933 (77 Sol. J. 316), entitled "The Liabilities of Amusement Caterers."

POSSESSORY TITLE TO MARSHLAND.

The manner in which the county court may already have extended jurisdiction was illustrated in the recent remitted action of *Faraday* v. *Canham*, at Halesworth County Court. The plaintiff claimed (1) possession of (and a declaration of his title to) two pieces of freehold marshland, numbered 44 and 345 in the Ordnance Survey, and containing 3 acres 2 roods 39 poles; (2) six years' arrears of rent, viz., £36. The defence was a denial of the plaintiff's right (to possession or rent) as his claim was statute-barred. The onus being on the defendant, his case was that (*a*) after hiring the marshes from one Tyrrell for two years, he took them on a tenancy agreement for one year (from October, 1917) from Lord Huntingfield; (*b*) the two marshes went with the Hill Farm, Theberton, which the defendant bought from Tyrrell in 1919; (*c*) his possession actually dated from October, 1918, and had continued ever since; (*d*) in 1921 and 1922 he had hired two other marshes from one Fowler. Corroborative evidence was given by a farm labourer and a bailiff, but it transpired that the latter had been dismissed by the plaintiff. The latter's case was that (1) on the 30th March, 1920, Lord Huntingfield conveyed 530 acres of land to one Fowler, who executed a declaration of trust in favour of the plaintiff on the 28th September, 1920; (2) the twelve years (for a possessory title of the defendant) only began to run in March, 1920, whereas the writ was issued in February, 1932; (3) the plaintiff (as owner of the marshes) had been assessed to income tax and had also paid tithe and Minsmere level rates; (4) he had shot every year over the marshes, upon which his notice boards were erected; (5) the rent paid by the defendant (in 1921 and 1922) was for the actual marshes in dispute. Corroborative evidence was given by Fowler and by a previous owner, who stated that the two marshes went with no farm, but were sold by him (through Fowler) to the plaintiff. His Honour Judge Hildesley, K.C., observed that there was no evidence of acts of possession by the defendant, who had failed to prove undisturbed possession for the statutory period. Judgment was therefore given for the plaintiff, as claimed, with High Court costs to date of remission, and thereafter on Scale B. It transpired that there was no difficulty until 1930, when the plaintiff's new bailiff endeavoured to graze cattle on the marshes.

Land and Estate Topics.

By J. A. Moran.

The market for real estate is now back to its pre-holiday level, and there is promise of considerable improvement in the near future. Activity under the hammer appears to increase every day, and the speculator is effecting important exchanges by private negotiation. Not long ago buyers were mainly concerned with their own suitable residential accommodation, but, nowadays, the investor, disappointed, perhaps, in other directions, has taken to bricks and mortar as offering a fair return on his capital outlay. The stringent limitation in the matter of rent control, and the Government cold shoulder given to Lord Snowden's land taxes have helped to stimulate interest in the purchase of real estate.

Undoubtedly there is property for sale that is not worth buying for investment, and this makes it more incumbent on purchasers to take the advice of a competent local valuer before making a definite offer that might be gladly accepted by the owner. The man who buys a house without expert advice is just as foolish as the other one who conducts his own appeal before an assessment committee.

Some of the newly erected dwellings run up at lightning speed by imaginative builders all over the country are bad enough, but it does seem going a bit too far to question the right of a local authority to pull down and remove old caravans and antiquated tramcars and omnibuses that are used as dwellings for residential purposes. In the King's Bench Division, Mr. Justice Humphreys decided that the structure which did not have the sanitary arrangements one should have with a house, were temporary buildings within the meaning of the Public Health (Amending) Act, 1907. "It is the duty of a local authority," said the judge, "if it finds people living under conditions not conducive to general health and decency, but rather to their degradation, to use such statutes as lie in their power." The decision is one that will appeal not only to every land and estate agent in the Kingdom, but to every true lover of the countryside.

A cottage in the Strand has long been the dream of many simple people, and I was not surprised to hear that the exhibition of a three-bedroom cottage, designed to let at 10s. weekly, in the Bush House grounds has led to some ill-founded ideas. One woman in Sussex wanted to know if the place was still to let, and if there was any objection to her taking lodgers; and a labourer, out Somerset way, stated in the course of a long letter that he was fed up with the country, and wanted to know if the Bush House people would provide him with regular work, and he would take over the cottage at once.

The Central Landowners Association continues to forge ahead; evidence of this was supplied at the recent annual meeting. Its good work has been continued on the broad national lines advocated in its earlier years, by concentrating mainly on the restoration of prosperity to agriculture as a whole, rather than on the mere protection of a sectional interest, in the firm belief that a thriving industry is the only lasting basis for a fair return to all engaged in it. A steady increase in the number of members—which has now reached a total of 11,000—is perhaps the most encouraging sign that this line of policy was approved, and also that the Association has been of service to individual members in the most serious period that agriculture in this country has experienced. There appears to be an idea in some quarters that the ownership of many acres is an essential qualification for membership, but I have the assurance of Mr. R. Strachan Gardiner, the Secretary, that any person who is an owner of land, small or large, is welcome. The address of the Association is 4-5, Charles-street, St. James's, S.W.1.

A dividend at the usual rate of 5 per cent. was declared at the annual meeting of the London Auction Mart. This is a matter for congratulation during a period of general industrial depression.

The proposal to pay death duties in land is still very much in evidence. After all, death duties are presumably payable by all of us on the value of what we inherit; if it is land, it is the Government's job to see that it is correctly valued, like anything else. It is hard to detect a sinister design in paying the duty in land according as it has been valued; if it has been valued too low the owner loses in tendering it for death duties; if too high, the Government loses. One can hardly blame the owner if it is only in the latter case that he wished to pay in land; indeed, the proposal would serve as a wholesale check on the over-valuing of rural land for death duties upon a supposed building value, a most pernicious practice which has a boomerang effect when claims for compensation under town planning schemes are made.

I think we have heard the last of a woman selling livestock by public auction. The venture at Reading attracted a large crowd, but those who came to stay did not remain to pay. Let the gentler sex dispose of dead meat under the hammer by all means, but when the piggies tails are curly, and the cattle are wondering what all the fuss is about, the woman's place is among the audience.

Obituary.

MR. F. HINDE.

Mr. Frederick Hinde, barrister-at-law, of Dr. Johnson's-buildings, Temple, and of Alleyn-road, Dulwich, died on Tuesday, 27th June, at the age of seventy-six. Mr. Hinde, who was called to the Bar by Gray's Inn in 1896, was a bencher of his Inn and a member of the Midland Circuit. He was also London editor of the *Yorkshire Post* from 1900 to 1920, and was at one time president of the Institute of Journalists.

MR. W. O. HODGES.

Mr. William Oliver Hodges, barrister-at-law, of King's Bench Walk, Temple, died at West Clandon, on Monday, 26th June. Mr. Hodges was called to the Bar by the Inner Temple in 1884, and practised on the South Wales Circuit.

MR. W. BANKS.

Mr. William Banks, formerly a solicitor of Heywood, Lancs, died recently at Ottawa, Canada, at the age of seventy-five. Mr. Banks was a member of the firm of Messrs. Banks, Maddock and McFie.

MR. F. DEELEY.

Mr. Frank Deeley, retired solicitor, of Worcester, died at Worcester, on Tuesday, 27th June, at the age of sixty-nine. Mr. Deeley, who was admitted a solicitor in 1886, practised at Dudley for many years. He went to Worcester soon after the war.

MR. T. J. DEERING.

Mr. Thomas J. Deering, solicitor, of Dublin, died in a nursing home in Dublin, on Wednesday, 21st June. Mr. Deering, who was admitted a solicitor in 1904, was a partner in the firm of Messrs. Lynch and Deering, of Dublin.

MR. M. S. MACGREGOR.

Mr. Malcolm S. Macgregor, solicitor, of Dunfermline, died at his home at Limekilns, on Friday, 23rd June, at the age of fifty-eight. Mr. Macgregor became assistant solicitor to the Dunfermline branch of the Scottish Mineowners' Defence and Mutual Insurance Association in 1912.

DR. J. L. MOUNSEY.

Dr. John Little Mounsey, LL.D., Writer to the Signet, Professor Emeritus of Conveyancing in the University of Edinburgh, died in Edinburgh, on Monday, 26th June, at the age of eighty. He was senior partner in the firm of Messrs. J. C. Brodie and Sons, W.S., of Edinburgh.

Reviews.

Conveyancers' Scales and Costs. 1933. By F. W. BROADGATE. author of "Probate Costs," "County Court Costs," etc, Demy 8vo. pp. xvi and 191. London: Sir Isaac Pitman and Sons, Ltd. 12s. 6d. net.

One's first impression on approaching a new book of conveyancing costs is that there are already sufficient works on the market dealing with this particular phase of solicitors' remuneration. A brief perusal of this volume, however, is sufficient to correct this impression. "Conveyancers' Scales and Costs" is a distinct advance on the ordinary books which give merely scales of costs relating to completed conveyancing matters. The author very properly opens his work with a summary of the Solicitors Act, 1932. He refers in detail to the relevant portions dealing with solicitors' remuneration, and touches on the rights of the various parties as to the taxation of the costs, and the remedies in the case of non-payment. Details of the various remuneration orders are then given, with copious notes on the rules arranged in alphabetical order so that one can readily turn to the desired note with the minimum of trouble. A very full scale of charges for all forms of completed conveyancing transactions is provided at the end of the book. Perhaps one of the most useful features of the work is the section wherein is set out some thirty-four precedents dealing with both scale and detail charges. Those relating to scale charges are useful as indicating the manner in which the account may best be presented to the client. Those, however, which deal with the detail charges are, it is thought, of the greatest practical use to the costs' draftsmen, in that they indicate clearly the work done in such matters as preparing and executing bills of sale, re-registering and entering satisfaction, preparing deeds of arrangement, leases, marriage settlements, and approving the latter, etc. The previous publications of Mr. Broadgate have, we believe, been widely appreciated, and we fully expect that the present volume will be in considerable demand.

Books Received.

County Court Notebook. By ERSKINE POLLOCK, LL.B., Solicitor. 1933. Crown 8vo. pp. 31. London and Liverpool: The Solicitors' Law Stationery Society, Limited. 2s. 6d. net.

The Ratepayer and his Assessment (outside London). By ERNEST IVENS WATSON, LL.D., Solicitor, Clerk of the Peace for the City of Norwich. Second Edition. 1933. Demy 8vo. pp. xii and (with Index) 193. London, Liverpool and Glasgow: The Solicitors' Law Stationery Society, Limited. 8s. 6d. net.

Criminal Procedure. By GORDON C. TOUCHE, M.A. (Oxon.), M.P., of the Inner Temple and South Eastern Circuit, Barrister-at-law, and FREDERIC E. RUEGG, M.A. (Cantab.), of the Middle Temple and Midland Circuit, Barrister-at-law. Second Edition. 1933. Demy 8vo. pp. xvi and (with Index) 136. London: Stevens and Sons, Limited. 7s. 6d. net.

The Children Act, 1933. Being the Official Text of the Children and Young Persons Act, 1933. With an Introduction and a Table of Comparisons by GEOFFREY G. RAPHAEL, ENID ROSSER and WILFRED FORDHAM, and a complete Index specially compiled by H. A. C. STURGESS. Medium 8vo. pp. 27 (Introduction and Comparative Tables), 116, Children and Young Persons Act, 1933, with Index. London: Eyre & Spottiswoode (Publishers), Ltd. 8s. 6d. net.

[All books acknowledged or reviewed can be obtained through The Solicitors' Law Stationery Society, Limited, London and Liverpool.]

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

Three weeks after the death of George Bankes, on the 6th July, 1856, at his residence in Old Palace Yard, Westminster, the office of Cursitor Baron of the Exchequer, which he had held for thirty-two years, was abolished by an Act of Parliament, which set out that: "Whereas the office of Cursitor Baron of Her Majesty's Court of Exchequer at Westminster is now vacant by the Death of the Right Honourable George Bankes and the duties thereof have for the most part ceased, it is expedient that such office be abolished." By that time, the duties consisted mainly in joining in the Michaelmas solemnities of the Sheriffalty of London and drawing a salary of about £400 a year, though when the office was established in 1610, it had filled a very important function. The Court of Exchequer had just completed its evolution from a branch of a state department run by officials to a Court of Common Law run by lawyers, and it was found necessary to have attached to it a ministerial officer as an expert on fiscal matters. For this purpose, the Cursitor Baron came into being. The Act which extinguished him provided that "any Duty or Act which might have been performed or done by such Cursitor Baron if this Act had not been passed shall and may be performed and done by the said Court or any Baron of the Coif or any officer of the said Court of Exchequer."

A MISUNDERSTANDING RIGHTED.

Lord Carson in declaring that he admired Mr. Asquith, and was always on good terms with him, recently put right a misapprehension arising from certain passages in Mr. Lloyd George's memoirs. It had been said that he resented the way "Mr. Asquith, Q.C., never fought his cases through. When there was anything difficult, especially if there was anything disagreeable, he left it to his juniors or his associate leaders." This, Lord Carson denies, observing that the only criticism of that order which he may have made was that Mr. Asquith "subordinated his interest in Bar work to his political exigencies." Certainly there is nothing in the recently published "Life of Carson" to suggest any friction between the two—quite the contrary. That being so, the challenge-cup for proficiency in shelving professional responsibility must still remain in the name of Sir Richard Bethell (as he then was). Once, arguing a case before the House of Lords, he had laid down with his customary confidence an indefensible proposition. On being stopped and asked for his authority, he replied: "My Lords, such is the law. But as I have to be elsewhere in a few minutes, my friend Mr. Archibald will produce to your Lordships abundance of authority in support of it." As soon as he heard this assurance, the junior prudently retired.

THE PRAISE OF JURIES.

Juries, so long the target of professional scorn, are at last coming in for a little appreciation now that their functions are threatened with curtailment. Avory, J., at the Huntingdon Assizes let fall a valedictory regret over the passing of the Grand Jury and in the King's Bench Division recently, Horridge, J., in reluctantly acceding to an application to dispense with a jury, remarked that his experience "both on the Northern Circuit and afterwards for twenty-two years as a judge is that juries are nearly always right." Here is a contrast with the reflections that judges were sometimes inspired to utter. Once Mr. Justice Field, waiting for a jury who were unable to agree, broke out with: "How long will the country be content to have its time and money wasted for the sake of having twelve men to decide the merits of its litigation? Twelve men indeed!" And he drummed his fingers on his desk. It was Mr. Baron Bramwell who remarked that "if juries had to give reasons for their verdicts, trial by jury would not last five years." Of course, juries are not what they were, and it could not now be said as once it was that "London juries were so prejudiced that they would find Abel guilty of murdering Cain."

Notes of Cases.

High Court—Chancery Division.

In re **Mewburn's Settlement: Perks** *v.* **Wood.**

Maugham, J. 18th May.

SETTLEMENT — POWER OF APPOINTMENT — EXERCISED — APPOINTOR GIVES POWER OF ADVANCEMENT TO TRUSTEES—TRUSTEE ACT, 1925 (15 Geo. 5, c. 19), s. 32.

Under a settlement made on the 2nd May, 1894, certain securities were placed in the hands of trustees upon trust to pay the income to W.M. during his life, and subject thereto, for such of his children as he should appoint. By his will, he exercised the power of appointment and purported by cl. 9 to confer on his trustees a power of advancement as regards the persons to whom he had given interests. He died on the 14th May, 1932.

MAUGHAM, J., in giving judgment, said that the question was whether the testator was justified in giving his trustees a power of advancement. His lordship referred to *In re Greenslade* [1915] 1 Ch. 155; *In re Joicey* [1915] 2 Ch. 115; and *In re May* [1926] Ch. 136. In the present case, the power of appointment was wide, having reference to an appointment for the benefit of the issue of W.M. or some of them as W.M. should appoint. For many years parents wishing to provide for their issue have found it a wise precaution to defer the giving of an absolute interest and to provide for powers of maintenance during the attaining of vested interests and for a power of advancement. Such clauses have almost invariably been included in properly drawn settlements and wills when young children were to be provided for. The Trustee Act, 1925, s. 32, gives trustees at any time a power of advancement of capital money. In the circumstances, the power of advancement in this case was valid as being for the benefit of W.M.'s issue or some or one of them. It was not objectionable on the ground that it was an attempt to delegate the power. Section 32 of the Trustee Act, 1925, does not apply to trusts coming into operation before the commencement of the Act, but with regard to future wills and trusts there will be no difficulty.

COUNSEL: *J. V. Nesbitt; Pattisson.*

SOLICITORS: *Sole, Sawbridge & Co.*, Agents for *Bailey and Cogger*, Tonbridge.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

In re **Jones; Jones** *v.* **Jones.**

Eve, J. 20th June.

ANNUITY—INCOME TAX—REPAYMENT—CLAIM BY ANNUITANT IN RESPECT OF TAX.

The question raised by the summons in this action was whether an annuitant under a will in receipt of an annuity calculated after deduction of income tax so as to amount to a definite yearly sum, was entitled to moneys repaid in relief or whether such moneys ought to be treated as part of the residuary estate of the testatrix. By her will, dated 12th March, 1929, Mrs. Martha Lloyd Jones, who died in January, 1930, gave her residuary trust funds in trust to apply for the benefit of her daughter Mabel, such an annuity as, after deducting income tax at the current rate for the time being, would amount to the clear yearly sum of £350 free of duty; and to Emily Yonge Morrish an annuity of £60, similarly calculated to be applied by her towards the cost of dress for the said Mabel during her life. And the testatrix declared that any

surplus income should be paid to her son. On 8th December, 1932, the Commissioners of Inland Revenue repaid £131 by way of repayment of income tax in respect of the income of Mabel Lloyd Jones for the three years up to 5th April, 1932.

EVE, J., in giving judgment, said it should be observed that the testatrix had not given the annuities free of income tax. Had she done so the case would have been covered by the decision in *In re Pettit* [1922] 2 Ch. 765, and the residuary estate would have been entitled to so much of the amount repaid as represented a repayment in respect of tax payable on the annuities. What she had done was to provide that the beneficiary should receive in every year two sums of such amount as after deduction of the tax left £350 and £60. The income tax only came in for the purpose of fixing the amount to be provided and the current rate meant the standard rate and in each of the two cases the bequest was of an annual sum liable to fluctuation with the standard rate. It was not an annuity bequeathed free of tax. On the contrary the trustees would by deduction from the sum set aside each year pay on behalf of the annuitant the tax payable in respect thereof. In his lordship's opinion, therefore, the question ought to be answered in favour of the annuitant and the costs would be taxed and paid out of the residuary estate.

COUNSEL: *E. M. Winterbotham; J. H. Stamp; Wilfrid Hunt.*

SOLICITORS: *Close & Co.* for all parties.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

In re Wavertree; Rutherford *v.* Walker.

Eve, J. 22nd June.

WILL—GIFT OF FURNITURE—LIMIT OF POWER OF SELECTION—"IN OR ABOUT."

This was an originating summons which raised questions arising on the construction of the will, dated 30th June, 1932, of the late Lord Wavertree, who died on 2nd February last. By cl. 14 he made a bequest to his adopted daughter Rosemary Walker (now Mrs. C. L. Kayser) in the following terms: "I bequeath to my said adopted daughter Rosemary such of the furniture and household effects which at the date of my death shall be in or about either of my residences Horsley Hall or Sussex Lodge as she may select for the purpose of furnishing a residence for my said adopted daughter." The testator gave his residuary estate on certain trusts in favour of Brian Hervey Talbot (an infant). At the testator's death both houses were fully furnished and each contained consumable stores and the motor-houses contained one or more motors. The summons raised the questions (1) whether the legatee was entitled to select furniture and effects from both residences or only from one; (2) whether "in or about" included motors, stores, implements and tools; and (3) whether there was a quantitative limit to the power of selection.

EVE, J., in giving judgment, said he thought the questions should be answered as follows: (1) That the legatee was entitled to select from each of the two houses. The subject matter of the gift comprised chattels in or about two residences, and the clause would not, in his opinion, tend to a construction which would make the word "either" equivalent to the phrase "one or other." In answer to (2), the phrase "in or about" included the motor cars and the other three items enumerated in the question. In answer to (3), there was no quantitative limit to the power of selection. The phrase "for the purpose of furnishing a residence," whether explanatory of the motive or reminder of the purpose underlying the bequest, could not operate to cut down the bequest. Moreover it gave no intimation of the sort or size of the house contemplated and only raised an uncertainty. Nor did the fact that the power of selection from two houses of furniture for one house lead to the conclusion either that the right to select was limited to one house, or that the power to select was to extend to part only of the chattels. Still less could the construction of the bequest be controlled by any reference to the clause whereby the trustees were authorised to expend not more than £5,000 in the purchase of a house for the legatee. That part of the case was concluded by *Arthur* v. *Mackinnon*, 11 Ch.D. 385, followed by *In re Sharland* [1896] W.N. 62. The result was that the legatee was entitled to the whole of the furniture and effects in the two houses.

COUNSEL: *E. J. Heckscher; F. D. Morton*, K.C., and *L. F. Potts; C. J. Radcliffe; Hugh Gamon.*

SOLICITORS: *Mayo, Elder & Rutherfords; Roche, Son and Neale; Whitley & Co.*, Liverpool.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

First Mortgage Co-operative Investment Trust, Ltd., and Others *v.* Chief Registrar of Friendly Societies.

Lord Hewart, C.J., Avory and Humphreys, JJ. 25th May.

PROVIDENT SOCIETY—BOOKS—MEMBERS' RIGHTS TO INSPECT NAMES—NO RIGHT TO COPY ADDRESSES—INDUSTRIAL AND PROVIDENT SOCIETIES ACT, 1893 (56 & 57 Vict., c. 39), ss. 17, 34.

This was an appeal by the First Mortgage Co-operative Investment Trust, Limited, by case stated from a decision of Mr. Mead, the Metropolitan Magistrate at Marlborough Street. The Court held that the right conferred on members of provident societies to inspect "the books containing the names of members" did not extend to inspecting and copying the addresses of members. At a court of summary jurisdiction at Marlborough Street there was preferred by Charles Pierpoint Best, on behalf of the Chief Registrar of Friendly Societies (the respondent), under the Industrial and Provident Societies Acts, 1893 to 1928, against the First Mortgage Co-operative Investment Trust, Limited (the appellant society), an information alleging that on the 28th October, 1932, they unlawfully failed to allow Carey L. Burnett, a member of the appellant society, to inspect at all reasonable times the books containing the names of the members as required by s. 17 of the Industrial and Provident Societies Act, 1893. The following facts, *inter alia*, were proved or admitted: On the 28th October, 1932, Burnett attended at the society's office and asked to see the register of members of the appellant society and to take 100 names and addresses. The assistant secretary of the society showed him the register, but said that he could not allow him to take 100 names and addresses. Burnett said that he would give the appellant society four days in which to send him 200 names and addresses, and he then left. On a subsequent occasion, on the 2nd January, 1933, Burnett again attended at the registered office of the society, when two books were produced to him, containing only a complete list of the members of the society without their addresses, which had been compiled since the 28th October, 1932, and he was told that he could make a copy of it.

The magistrate was of the opinion that the appellant society was under an obligation to allow a member to search all books containing the names of the members, and to take copies of their addresses if they were entered therein, and he convicted the appellants. The society now appealed.

Lord HEWART, C.J., said that he had come to the conclusion that the appeal ought to be allowed. The essence of the matter was expressed in the contention of the respondents that on the true construction of the provisions of the Industrial and Provident Societies Act, 1893, the expression, "the books containing the names of the members" meant all the books of the society in existence containing the names of the members whether or not such books contained also the addresses of the members. The section provided by sub-section (2) that a member should have the right to inspect his own account and the books containing the names of the members. He (his lordship) could not think that "the names of the members" meant "the names and addresses of the members." He

thought that they ought to construe the section as it was written, and ought not to say that "names" meant "names and addresses."

AVORY and HUMPHREYS, JJ., gave judgment to the same effect.

COUNSEL: *Stuart Bevan*, K.C., *Robert Fortune*, and *G. C. Lynn*, for the appellants; *the Attorney-General* (Sir Thomas Inskip, K.C.), and *Wilfrid Lewis*, for the respondent.

SOLICITORS: *Ralph C. Leach, Sims & Co.; the Treasury Solicitor.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Societies.

The Medico-Legal Society.

MEDICAL PRACTITIONERS IN CRIMINAL PROCEDURE.

Lord RIDDELL, the President, took the chair at a meeting of this Society held on Thursday, the 22nd June, and Mr. ALBERT CREW read a paper on "Some Functions and Duties of a Medical Practitioner in Criminal Courts."

The medical practitioner had, he said, the important duty of reporting on the mental state of accused persons, such as shop-lifters. The medical evidence was often the chief factor in determining the sentence of a first offender. In *Collier* v. *Simpson* (1831), 5 C. & P. 74, it had been held that medical books stated by a medical witness to be works of authority could not be put in and read, but that the witness might be asked his judgment and the ground of it, which might in some degree be founded on the book in question as part of his general knowledge. Mr. Crew spoke strongly in favour of the use of medical assessors in serious criminal cases, not only in deciding on the facts but in assisting the judge to award the appropriate punishment. The judge should be able to direct the jury much more accurately if he were informed by his assessors on the precise effect of the medical evidence. In many cases where a doctor was unwilling to answer a question involving a breach of professional confidence, the judge would use his discretion and refrain from compelling him to answer.

It was desirable, said Mr. Crew, that important medical evidence should be corroborated or confirmed. When a prisoner was alleged to be unfit to plead, the medical officer of the prison had too great a responsibility in deciding whether or not he should be sent to Broadmoor. In post-mortem examinations, especially where small quantities of a poison were found in an exhumed body, two qualified men should invariably undertake the work, preferably one who represented the accused person. Although the Crown was always properly represented by medico-legal experts, no consideration was given to the provision of similar experts for the defence. A man's life or liberty might depend upon the evidence of one expert witness, who might be mistaken.

Medical practitioners regarded a condition of body or mind from the point of view of treatment; the lawyer was concerned with liability. Medical practitioners would first say that no insane person was responsible for a crime, and then define insanity in terms so wide as to include nearly the whole human race. Scientific men accused the courts of paying no attention to scientific progress, but the law was open to proof of any fact, however new and revolutionary. Justice would be best administered when the conflict between the medical practitioner and the lawyer was at its minimum.

The Hardwicke Society.

An ordinary meeting of the Society was held in the Middle Temple Common Room on Friday, 23rd June. The President, Mr. Vyvyan Adams, M.P., took the chair at 8.20 p.m. In public business Mr. J. Yahuda (Hardwicke Society) moved "That the spirit of nationalism is beneficial to the world." Mr. J. Wood (Gray's Inn Debating Society) opposed. Mr. E. G. Shedden spoke third. Mr. D. H. Murphy spoke fourth. There spoke to the motion: Mr. Boyd Carpenter, Mr. K. K. Battacharya, Mr. D. Walker-Smith, Mr. Crawford (ex-President), Mr. Mayers, Mr. Llewellyn Thomas, Mr. Ungoed-Thomas (Vice-President), Mr. A. Krishmasuwami, Mr. Clapham Magnus, Mr. Whittingham and Mr. Parker (President of the Gray's Inn Debating Society). On a division the motion was lost by one vote.

Fellowship of Medicine and Post-Graduate Medical Association.

THE LEGAL PITFALLS OF THE SURGEON.

Mr. D. HARCOURT KITCHIN read a paper on this subject at a post-graduate course arranged by the Fellowship of Medicine and Post-Graduate Medical Association at the Royal Albert Docks Hospital, on Sunday, 11th June. He pointed out that any operation performed without consent of the patient might lead to a civil action against the surgeon, unless he had operated in emergency on an unconscious patient with due skill and care and had done no more than was reasonable. Most disputes about consent arose when the uterus or both ovaries had been removed from a woman, the classical case being *Beatty* v. *Cullingworth*.* Miss Beatty had said in the theatre: "If you find both ovaries diseased: you must remove neither," and Mr. Cullingworth had replied, "You must really leave that to me." The fact that she had then taken the anæsthetic had led the jury to imply that consent had been given, and she had lost her case. Mr. Cullingworth had been, perhaps, rather lucky. Mr. Kitchin advised the surgeon to obtain written consent for the operation which he intended to do and to explain to the patient the possibilities involved in his procedure. Oral consent could not be really safe; nor was it desirable to obtain too comprehensive a permission, for a jury might be much influenced in assessing damages if it felt that a surgeon had taken advantage of a *carte blanche*.

NEGLIGENCE.

Negligence in law was the breach of a duty to take reasonable care and use a reasonable degree of skill, the interpretation of the word "reasonable" being a matter for the jury in each case. The degree of skill varied with the circumstances, a general practitioner being expected to have less than a specialist. The pitfalls in this branch of the law were so numerous that they could hardly be counted and many of them could not be avoided by the most scrupulous care and the most exceptional skill.

Mishaps might be the result of some special sensitivity or idiosyncrasy in the patient, and when possible it was advisable to test for sensitivity beforehand. If a newly invented form of treatment was tried the surgeon should explain to the patient clearly what he intended to do and why, and the extra risk it entailed. If the method were carefully thought out and proceeded logically from scientific research he would be justified in using it. Every medical man knew that the value of a radiograph might in practice be very small, but in the law courts it was very high indeed. To omit to take an X-ray photograph of possible bony injury was in itself regarded as an act of negligence. If the patient objected, the surgeon should get the objection in writing or make a note of the refusal at the time.

The surgeon might be held liable for the negligence of his assistants. A long series of decisions had restricted his liability for other people's mistakes; he was not responsible for the negligence of a nurse carrying out in his absence some task which it was quite proper to delegate to her (*Perionowsky* v. *Freeman*, 1866), but his responsibility for assistants at an operation had not been definitely settled, as Farwell, L.J.'s remarks in *Hillyer* v. *St. Bartholomew's Hospital* [1908] 2 K.B. 820, were *obiter dicta*. It was practically certain that a surgeon could never be held liable for the mistake of an anæsthetist unless he had reason to doubt his competence.

It was the custom for the theatre sister to count the swabs and instruments before and after the operation, and for the surgeon to take her word that nothing had been left in the patient's body. The law was not certain whether or not to free him from responsibility for the count. In South Africa the case of *Van Wyk* v. *Lewis* [1924] Appellate Division 438, had made it a settled rule of law that the surgeon might rely on her to count swabs, but this case did not bind English courts, and the Lord Chief Justice in *Crotch* v. *Miles*, 1930,† had suggested that the jury might think that a surgeon should count the instruments himself when the operation was completed.

Finally, Mr. Kitchin pointed out that most actions brought against surgeons were based on flimsy pretexts, and urged every surgeon to join a defence society.

* *The Times*, Nov. 17th and 18th, 1896. Trans. Med-Leg. Soc. 1909, vi, 132.
† *The Lancet*, 1930, i, 715.

The Law Society.

ANNUAL GENERAL MEETING.

The Annual General Meeting of the members of The Law Society will be held at the Society's Hall (Chancery-lane entrance), on Friday, 7th July, at 2 p.m. Particulars as to

the business to be transacted at the meeting, together with extracts from the Annual Report, were published in the issue of 24th June, at p. 452.

National Society for Lunacy Law Reform.

The annual general meeting of this society will be held in Room 13 of the Caxton Hall, Westminster (St. James's Park District Railway Station), on Monday, 3rd July, at 8 p.m., when the report and accounts for 1932 will be submitted for adoption, and the executive committee and officers elected for the ensuing year. Nominations for new members of the committee should be sent to the society's office not less than two days before the meeting.

Gray's Inn Debating Society.

The first meeting of the Trinity Term was held in the Common Room, Gray's Inn, at 8.15 p.m., on Wednesday, 14th June, the President being in the chair. A debate took place on the same motion as was debated on 11th May: "That the policy embodied in the White Paper (Command Paper 4268) is contrary to the interests of both India and Great Britain." This motion was proposed by Mr. G. E. Rhodes (late H.M. Indian Service of Engineers) and opposed by Mr. K. K. Bhattacharya (Bengal Civil Service); Mr. Clive Tottenham (late Indian Police) spoke third, and Mr. Richard Taylour (Hon. Treasurer) spoke fourth. On the motion being thrown open to the house, Mr. Mahmud Ali spoke in favour of the motion, Mr. T. F. Southall, Mr. H. W. N. Betuel, Mr. John Wood (Vice-President) and Mr. B. I. Sargon against it, and Mr. K. C. Seth neutrally, after which the proposer replied. The motion was carried by eleven votes to nine, the number of members and guests present being thirty-one.

The twelfth meeting of the year was held in the Common Room, Gray's Inn, at 8.15 p.m. on Thursday, 22nd June, the President being in the chair. A debate took place on the motion: "That the Report of the Royal Commission on Lotteries and Betting ought to be adopted by Parliament." This motion was proposed by Mr. A. Neville Abrahams and opposed by Mr. Thomas Terrell. On the motion being thrown open to the house, Mr. Richard Taylour (Hon. Treasurer) spoke in favour of the motion, and Mr. L. Caplan, Mr. John Wood (Vice-President), Mr. Gerald Kayser, Miss L. Vivian, Mr. J. W. J. Cremlyn (ex-President) and Mr. Edward Terrell against it, after which the proposer replied. The motion was lost by sixteen votes to four, the number of members and guests present being twenty-five.

A joint debate of the Gray's Inn Debating Society with the Hardwicke Society took place at a meeting of the latter Society which was held in the Middle Temple Common Room at 8 p.m. on Friday, 23rd June. A report of this meeting appears under the heading "Hardwicke Society."

The next meeting of the Gray's Inn Debating Society will be held in the Michaelmas Term. Particulars will be announced in due course.

Middle Temple.

GRAND DAY.

Tuesday, 27th June, being Empire Grand Day of Trinity Term at the Middle Temple, the Master Treasurer (Master Holman Gregory, K.C.) (the Common Serjeant) and the Masters of the Bench entertained at dinner the following guests:—

Mr. R. B. Bennett, K.C., M.P. (Prime Minister, Canada), Mr. G. W. Forbes, M.P. (Prime Minister, New Zealand), Mr. E. N. Rhodes, K.C., M.P. (Minister of Finance, Canada), Mr. R. Masters, M.L.C. (Minister of Education, Industries and Commerce, New Zealand), Mr. O. Pirow, K.C., M.P. (Minister of Railways and Defence, South Africa), Sir T. M. Wilford, K.C. (High Commissioner for New Zealand), Mr. Henry Morganthau, Sir E. J. Harding (Permanent Under-Secretary of State for the Dominions), Sir Tej Bahadur Sapru, Sir Howard d'Egville (Secretary, Empire Parliamentary Association), Mr. R. L. Maitland, K.C., M.L.A. (Minister without Portfolio, British Columbia), Sir Harry Grauman (South Arica), Sir Nripendra Nath Sircar (Advocate-General, Bengal), Mr. Harcourt Malcolm, K.C., M.H.A. (Speaker, House of Assembly, Bahamas), Rear-Admiral Arthur Bromley, Mr. Justice G. G. Sutton (South Africa), Canon S. C. Carpenter (the Master of the Temple), Mr. G. Alexander (President, Court of Cessation, Baghdad), Mr. Roderick Finlayson (Canadian Bar), The Rev. J. F. Clayton (The Reader, Temple Church), and Mr. T. F. Hewlett (Under Treasurer).

The Masters of the Bench present in addition to the Master Treasurer were:—

Sir R. A. McCall, K.C., Sir Robert Wallace, K.C., Mr. Aspinall, K.C., Mr. Justice Horridge, Lord Craigmyle, Viscount Dunedin, Sir Alfred Tobin, K.C., Mr. De Gruyther, K.C., General J. C. Smuts, Mr. Edward Shortt, K.C., Mr. Micklethwait, K.C., Mr. Hart, K.C., Sir Patrick Hastings, K.C., Mr. Dunne, K.C., Sir H. S. Cautley, K.C., M.P., Mr. Gover, K.C., Mr. Bevan, K.C., M.P., Mr. Sullivan, K.C., Judge Sir Thomas Artemus Jones, K.C., Sir Henry Curtis Bennett, K.C., Mr. Miller, K.C., Viscount Rothermere, Judge Whiteley, K.C., Mr. Craig Henderson, K.C., Mr. Frampton, Sir Ian Macpherson, K.C., M.P., Mr. Bowen Davies, K.C., Mr. Paterson, Col. Sir Henry Foster MacGeath, K.C., Mr. Lilley, Sir Thomas Molony.

Parliamentary News.

Progress of Bills.

House of Lords.

Aberdeen Royal Infirmary and Mental Hospital Order Confirmation Bill.
Royal Assent. [28th June.

Administration of Justice (Miscellaneous Provisions) Bill.
Read Third Time. [22nd June.

Agricultural Marketing Bill.
In Committee. [22nd June.

Amersham, Beaconsfield and District Water Bill.
Royal Assent. [28th June.

Blind Voters Bill.
Amendments reported. [27th June.

City of London (Various Powers) Bill.
Royal Assent. [28th June.

Dewsbury and Ossett Passenger Transport Bill.
Royal Assent. [28th June.

False Oaths (Scotland) Bill.
Royal Assent. [28th June.

Finance Bill.
Royal Assent. [28th June.

Frimley and Farnborough District Water Bill.
Reported, with Amendments. [22nd June.

Government of India (Amendment) Bill.
Royal Assent. [28th June.

Great Western Railway Bill.
Royal Assent. [28th June.

Jesus Hospital in Chipping Barnet Charity Bill.
Royal Assent. [28th June.

Kingston-upon-Hull Corporation Bill.
Read Second Time. [22nd June.

London and North Eastern Railway Order Confirmation Bill
Read Second Time. [27th June.

London County Council (General Powers) Bill.
Royal Assent. [28th June.

London Midland and Scottish Railway Bill.
Read Third Time. [22nd June.

London Midland and Scottish Railway Order Confirmation Bill.
Read Second Time. [27th June.

Lyme Regis District Water Bill.
Royal Assent. [28th June.

Mablethorpe and Sutton Urban District Council Bill.
Read Second Time. [27th June.

Maldens and Coombe Urban District Council Bill.
Read Third Time. [27th June.

Manchester Royal Infirmary Bill.
Read First Time. [27th June.

Manchester Ship Canal Bill.
Read First Time. [27th June.

Mersey Tunnel Bill.
Reported, with Amendments. [27th June.

Metropolitan Police Bill.
Read First Time. [27th June.

Ministry of Health Provisional Order Confirmation (Chepping Wycombe) Bill.
Read Third Time. [28th June.

Ministry of Health Provisional Order Confirmation (Luton Water) Bill.
Read Third Time. [22nd June.

Ministry of Health Provisional Order Confirmation (Mid-Glamorgan Water Board) Bill.
Read Third Time. [28th June.

Ministry of Health Provisional Order Confirmation (Sheffield) Bill.
Royal Assent. [28th June.

Ministry of Health Provisional Order Confirmation (Wrexham and East Denbighshire Water) Bill.
Read Third Time. [22nd June.

Ministry of Health Provisional Orders (Bath and Bury and District Joint Water Board) Bill.
Read Third Time. [28th June.

Ministry of Health Provisional Orders Confirmation (Hereford and West Kent Main Sewerage District) Bill.
Royal Assent. [28th June.
Ministry of Health Provisional Orders Confirmation (Maidstone and Stockton-on-Tees) Bill.
Read Third Time. [22nd June.
Ministry of Health Provisional Orders Confirmation (Tees Valley Water Board and West Monmouthshire Omnibus Board) Bill.
Royal Assent. [28th June.
Municipal Corporations Audit Bill.
Read Second Time. [22nd June.
Norwich Corporation Bill.
Royal Assent. [28th June.
Oxford Corporation Bill.
Royal Assent. [28th June.
Pharmacy and Poisons Bill.
Royal Assent. [28th June.
Rent and Mortgage Interest Restrictions (Amendment) Bill.
In Committee. [27th June.
Road Traffic (Emergency Treatment) Bill.
Read Second Time. [22nd June.
Salford Corporation Bill.
Read Third Time. [22nd June.
Samaritan Free Hospital for Women Bill.
Read Third Time. [28th June.
Solicitors Bill.
Royal Assent. [28th June.
Solicitors (Scotland) Bill.
Royal Assent. [28th June.
South Metropolitan Gas Bill.
Read Third Time. [27th June.
Staffordshire and Worcestershire Canal Bill.
Royal Assent. [28th June.
Teachers (Superannuation) Bill.
Royal Assent. [28th June.
Trout (Scotland) Bill.
Read Second Time. [22nd June.
Unemployment Insurance (Expiring Enactments) Bill.
Royal Assent. [28th June.
Victoria Infirmary of Glasgow Act, 1888 (Amendment) Order Confirmation Bill.
Royal Assent. [28th June.

House of Commons.

Administration of Justice (Miscellaneous Provisions) Bill.
Read Second Time. [28th June.
Administration of Justice Scotland Bill.
Reported, with Amendments. [27th June.
Calvinistic Methodist or Presbyterian Church of Wales Bill.
Reported, with Amendments. [22nd June.
Education (Necessity of Schools) Bill.
Read Third Time. [27th June.
Essex County Council Bill.
Read Second Time. [28th June.
Local Government and Other Officers' Superannuation (Temporary Provisions) Bill.
In Committee. [28th June.
London Midland and Scottish Railway Bill.
Lords' Amendments agreed to. [26th June.
Maldens and Coombe Urban District Council Bill.
Read First Time. [27th June.
Manchester Royal Infirmary Bill.
Read Third Time. [26th June.
Manchester Ship Canal Bill.
Read Third Time. [27th June.
Metropolitan Police Bill.
Read Third Time. [26th June.
Ministry of Health Provisional Order Confirmation (Chepping Wycombe) Bill.
Read First Time. [28th June.
Ministry of Health Provisional Order Confirmation (Mid-Glamorgan Water Board) Bill.
Read First Time. [28th June.
Nationality of Married Women Bill.
Read First Time. [27th June.
Notification of Poverty Bill.
Read First Time. [28th June.
Samaritan Free Hospital for Women Bill.
Read First Time. [28th June.
Sea Fishing Industry Bill.
Read Second Time. [27th June.
Slaughter of Animals Bill.
Reported, with Amendments. [27th June.
South Metropolitan Gas Bill.
Read First Time. [27th June.
Worksop Corporation Bill.
Reported, with Amendments. [26th June.

Rules and Orders.

SOLICITORS ACT, 1933.

THE LAW SOCIETY'S PROPOSED DRAFT RULES

UNDER PARAGRAPHS (*a*), (*b*) AND (*c*) OF SECTION 1 OF THE ACT FOR SUBMISSION TO THE MASTER OF THE ROLLS.

RULE 1.

Every solicitor shall keep such books and accounts as may be necessary to show (*a*) the receipts from or on account of and the payments to or on account of each of his clients and (*b*) the receipts and payments on his own account in connection with his practice as a solicitor.

RULE 2.

Every solicitor, who at the coming into force of these rules, holds or afterwards receives money on account of a client (save money hereinafter expressly exempted from the application of this rule) shall forthwith pay such money into an account at a bank, to be opened and kept in the name of the solicitor and designated as a separate account (hereinafter referred to as " a client account ").

RULE 3.

No money shall be paid into a client account other than :—

(*a*) money held or received on account of a client ;

(*b*) such money belonging to the solicitor as may be required by a bank to be paid into the account for the purposes of opening or maintaining the account ;

(*c*) money for replacement of any sum which may improperly or by mistake or accident have been drawn from the account in contravention of Rule 4 of these rules :

Provided always that where a cheque or draft received by the solicitor on account of a client represents in part a payment of a debt already due from the client to the solicitor and in part a payment on account of the client such cheque or draft shall be paid into the client account.

RULE 4.

No money shall be drawn from a client account other than—

(*a*) money properly required for payment to or on behalf of a client or for or towards payment of a debt due to the solicitor from a particular client or money drawn on the client's written authority, but so that the money so drawn shall not in any case exceed the total of the money so held for the time being for such particular client ;

(*b*) such money belonging to the solicitor as may have been paid into the account under Rule 3 (*b*) of these rules ;

(*c*) money which may improperly or by mistake or accident have been paid into such account in contravention of Rule 3 of these rules.

RULE 5.

In order to ascertain whether these rules have been complied with the Council acting either on their own motion or on written complaint lodged with them may require any solicitor to produce who shall then produce at some convenient time and place, his books of account, bank pass book, statements of account, vouchers and any other necessary documents for the inspection of any person appointed by the Council, and such person shall prepare for the information of the Council a report on the result of such inspection.

Such report may be used as a basis for proceedings under section 2 of the Solicitors Act, 1933. Provided that before instituting an inspection on a complaint made by a third person, the Council may require *prima facie* evidence that a ground of complaint exists, and the payment of a reasonable sum to be fixed by the Council to cover the expenses of the inspection.

RULE 6.

Rules 2, 3 and 4 shall not apply to money which—

(*a*) the client in writing authorises a solicitor to withhold from a client account ;

(*b*) the client instructs a solicitor to pay into a separate account opened or to be opened in the name of that client or some person named by that client ;

(*c*) in the ordinary course of business upon receipt is paid over on behalf of the client to a third party without being passed through any bank account ;

(*d*) is upon receipt paid to the client without being passed through any bank account ;

(*e*) is paid to a solicitor expressly on account of costs.

(*f*) the Council upon an application made to them in writing by a solicitor specifically authorises to be withheld or withdrawn from a client account.

RULE 7.

Every requirement, authorisation and notification to be made or given by the Council under these rules shall be made

in writing under the hand of such person as may be appointed by the Council for the purpose and sent by post to the last address of the solicitor appearing in the records of the Law Society, and when so made and sent shall be deemed to have been received by the solicitor within forty-eight hours of the time of posting.

RULE 8.

In these rules the expression the "Council" means the Council of the Law Society. The expression "solicitor" means a solicitor of the Supreme Court practising on his own account or a firm of solicitors practising in partnership.

RULE 9.

The Interpretation Act, 1889, shall apply to these rules as if these rules were an Act of Parliament.

Legal Notes and News.

Honours and Appointments.

The Lord Chancellor has appointed Mr. ERNEST BARTON PROUD to be the Registrar of Bishop Auckland County Court as from the 26th June, 1933.

Mr. CLIFFORD KNIGHT, Assistant Solicitor to the Cornwall County Council, has been appointed Assistant Solicitor to the Leicestershire County Council. Mr. Knight was admitted a solicitor in 1928.

Professional Announcements.

(2s. per line.)

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS, or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

LOCAL GOVERNMENT ACT, 1930, AND COMPENSATION.

According to a statement in *The Times*, 28th June, it is anticipated that compensation amounting to some £8,000 a year will be payable by the Surrey County Council to local government officials who have lost their appointments or suffered pecuniary loss through the amalgamation of districts under the Local Government Act, 1930. Of the fifty-six compensation awards so far made, forty-three are of under £100 per annum, and the highest is £986 odd to the Clerk to the late Epsom Rural District Council. Some thirty-five other claims are under investigation.

MR. FREDERICK HINDE.

A memorial service for the late Master Frederick Hinde will be held in Gray's Inn Chapel, at 4.30 p.m., on Wednesday, the 5th July.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Non-Witness.	GROUP I. MR. JUSTICE MAUGHAM. Witness. Part II.
	Mr.	Mr.	Mr.	Mr.
July 3	Jones	More	Andrews	More
„ 4	Ritchie	Hicks Beach	More	*Ritchie
„ 5	Blaker	Andrews	Ritchie	Andrews
„ 6	More	Jones	Andrews	*More
„ 7	Hicks Beach	Ritchie	More	Ritchie
„ 8	Andrews	Blaker	Ritchie	Andrews

DATE.	GROUP I. MR. JUSTICE BENNETT. Witness. Part I.	GROUP II. MR. JUSTICE CLAUSON. Witness. Part II.	GROUP II. MR. JUSTICE LUXMOORE. Witness. Part I.	GROUP II. MR. JUSTICE FARWELL. Non-Witness.
	Mr.	Mr.	Mr.	Mr.
July 3	*Ritchie	*Jones	*Hicks Beach	Blaker
„ 4	*Andrews	Hicks Beach	*Blaker	Jones
„ 5	*More	*Blaker	*Jones	Hicks Beach
„ 6	Ritchie	Jones	*Hicks Beach	Blaker
„ 7	*Andrews	*Hicks Beach	Blaker	Jones
„ 8	More	Blaker	Jones	Hicks Beach

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement Thursday, 13th July, 1933.

	Div. Months.	Middle Price 28 June 1933.	Flat Interest Yield. £ s. d.	†Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	108xd	3 14 1	3 10 0
Consols 2½%	JAJO	72½	3 9 0	—
War Loan 3½% 1952 or after	JD	99	3 10 8	—
Funding 4% Loan 1960-90	MN	110¼	3 12 5	3 8 0
Victory 4% Loan Av. life 29 years	MS	109½	3 13 1	3 9 6
Conversion 5% Loan 1944-64	MN	116½	4 5 10	3 3 11
Conversion 4½% Loan 1940-44	JJ	109½	4 2 4	3 0 3
Conversion 3½% Loan 1961 or after	AO	99	3 10 8	—
Conversion 3% Loan 1948-53	MS	97½	3 1 6	3 3 5
Conversion 2½% Loan 1944-49	AO	93	2 13 9	3 1 3
Local Loans 3% Stock 1912 or after	JAJO	84½	3 11 0	—
Bank Stock	AO	343	3 9 11	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	76	3 12 4	—
India 4½% 1950-55	MN	105½	4 5 4	4 1 0
India 3½% 1931 or after	JAJO	80	4 7 6	—
India 3% 1948 or after	JAJO	68	4 8 3	—
Sudan 4½% 1939-73	FA	110	4 1 10	2 10 4
Sudan 4% 1974 Red. in part after 1950	MN	108	3 14 1	3 7 6
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	100	3 0 0	3 0 0
COLONIAL SECURITIES				
*Australia (Commonw'th) 5% 1945-75	JJ	104	4 16 2	4 11 2
Canada 3½% 1930-50	JJ	98	3 11 5	3 13 2
*Cape of Good Hope 3½% 1929-49	JJ	99	3 10 8	3 11 8
Natal 3% 1929-49	JJ	94	3 3 10	3 10 0
New South Wales 3½% 1930-50	JJ	92	3 16 1	4 3 4
*New South Wales 5% 1945-65	JD	103	4 17 1	4 13 4
*New Zealand 4½% 1948-58	MS	104	4 6 6	4 2 8
*New Zealand 5% 1946	JJ	107	4 13 5	4 5 9
*Queensland 4% 1940-50	AO	99	4 0 10	4 1 8
*South Africa 5% 1945-75	JJ	110	4 10 11	3 18 9
*South Australia 5% 1945-75	JJ	104	4 16 2	4 11 2
Tasmania 3½% 1920-40	JJ	98	3 11 5	3 17 1
Victoria 3½% 1929-49	AO	93	3 15 3	4 2 0
*W. Australia 4% 1942-62	JJ	99	4 0 10	4 1 2
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	84	3 11 5	—
Birmingham 4½% 1948-68	AO	112	4 0 4	3 9 3
*Cardiff 5% 1945-65	MS	110	4 10 11	3 18 9
Croydon 3% 1940-60	AO	93	3 4 6	3 8 0
*Hastings 5% 1947-67	AO	114	4 7 9	3 14 0
Hull 3½% 1925-55	FA	99	3 10 8	3 11 4
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	98	3 11 5	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	72	3 9 5	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	84	3 11 5	—
Manchester 3% 1941 or after	FA	85	3 10 7	—
Metropolitan Consd. 2½% 1920-49	MJSD	92½	2 14 1	3 2 1
Metropolitan Water Board 3% "A" 1963-2003	AO	87	3 9 0	3 10 0
Do. do. 3% "B" 1934-2003	MS	88	3 8 2	3 9 1
Do. do. 3% "E" 1953-73	JJ	93	3 4 6	3 6 5
*Middlesex C.C. 3½% 1927-47	FA	101	3 9 4	—
Do. do. 4½% 1950-70	MN	113	3 19 8	3 9 5
Nottingham 3% Irredeemable	MN	85	3 10 7	—
*Stockton 5% 1946-66	JJ	114	4 7 9	3 12 6
ENGLISH RAILWAY PRIOR CHARGES				
Gt. Western Rly. 4% Debenture	JJ	102½	3 18 1	—
Gt. Western Rly. 5% Rent Charge	FA	115½	4 6 7	—
Gt. Western Rly. 5% Preference	MA	88½	5 13 0	—
‡L. & N.E. Rly. 4% Debenture	JJ	87xd	4 11 11	—
‡L. & N.E. Rly. 4% 1st Guaranteed	FA	73¼	5 8 10	—
London Electric 4% Debenture	JJ	101½	3 18 10	—
‡L. Mid. & Scot. Rly. 4% Debenture	JJ	92½	4 6 6	—
‡L. Mid. & Scot. Rly. 4% Guaranteed	MA	81½	4 18 2	—
Southern Rly. 4% Debenture	JJ	100½	3 19 7	—
Southern Rly. 5% Guaranteed	MA	109½	4 11 4	—
Southern Rly. 5% Preference	MA	92½	5 8 1	—

* Not available to Trustees over par.

† In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other stocks, as at the latest date.

‡ These Stocks are no longer available for trustees, either as strict Trustee or Chancery Stocks, no dividend having been paid on the Companies' Ordinary Stocks for the past year.

C. C. & T. MOORE

MANAGERS of HOUSE PROPERTY.
CHARTERED SURVEYORS and AUCTIONEERS.
ESTABLISHED 1820.

At a very low reserve.

CLEVEDON, SOUTH NORWOOD.

Suitable for a Family Residence, Nursing Home, or Institution, or conversion into flats. 17 bed, five bath, and six reception rooms. Two acres. Lease 985 years.

WANSTEAD.—Three semi-detached Freehold Villas, Nos. 71-75, WELLINGTON-ROAD. Let at low rents totalling £139 per ann. net.

TOWER BRIDGE-ROAD, S.E. (corner of).—Substantial Freehold de-licensed property, "Old Rose," No. 42, TANNER-STREET. Large shop, eight rooms, good yard, &c. With vacant possession.

SOUTHWARK.—Corner Freehold de-licensed property, No. 24, ALFERTON-STREET. Shop, five rooms, &c., with vacant possession.

CLAPTON COMMON, No. 112.—Leasehold residence, comprising three flats, let and estimated to let at £215 per ann. Term 37½ years.

STOKE NEWINGTON.—Attractive Leasehold house, No. 5, Lavers-road. Let at low rent £40 p.a. Term 41 years.

C. C. & T. MOORE

will SELL the above by AUCTION, at the LONDON AUCTION MART, on THURSDAY, 20th July, at 2.30.

Auction Offices: 13, LIME-STREET, E.C.3; 87, Grosvenor-road, N.5, and 33, Mile End-road, E.1.

WIMBLEDON, THORNTON HEATH, NEW MALDEN, EAST HAM and NORTH KENSINGTON.

WELL-SECURED FREEHOLD and LEASEHOLD GROUND RENTS.

ROGERS, CHAPMAN & THOMAS

will SELL by AUCTION, at the LONDON AUCTION MART, on TUESDAY, 4th JULY, at 2.30 o'clock, in 25 lots, the valuable

FREEHOLD GROUND RENTS

amounting to

PER £125 10s. ANNUM.

Nos. 59 to 75 (odd), and 100 to 108 even), HAYDON'S PARK-ROAD, WIMBLEDON.
34 and 36, BENSHAM-GROVE, THORNTON HEATH.
9 to 15, GEORGE-ROAD, NEW MALDEN.
38 and 42, ERNALD-AVENUE, EAST HAM.
61 and 63, HOCKLEY-AVENUE, EAST HAM.

With reversions in about 65 and 66 years to the rack rentals, or possession of the premises, the present gross assessments of which amount to £659 per annum.

THE ATTRACTIVE

LEASEHOLD GROUND RENTS

amounting to

PER £36 ANNUM.

AMPLY SECURED UPON

Nos. 11 to 19 (odd), WALLINGFORD-AVENUE, NORTH KENSINGTON. Held under a lease having 71 years unexpired, subject to but indemnified against a head rent of £2 per annum, and let for the full term (less 10 days). The gross assessments amount to £278 per annum.

Solicitors: Messrs. PIPER, SMITH and PIPER, 31, Warwick-square, S.W.1.

Auction Offices: 50, BELGRAVE ROAD, WESTMINSTER, S.W.1 (Vic. 9020). Also at MAYFAIR, KENSINGTON and WESTGATE-ON-SEA.

SALE THURSDAY NEXT, JULY 6th.

STIMSON & SONS

Will SELL by AUCTION at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C., on THURSDAY, 6th JULY, at 2.30 o'clock:—

BRIXTON HILL.

By Order of Executors.

IMPORTANT FREEHOLD PROPERTY,

comprising

DETACHED RESIDENCE AND GROUNDS,

known as

GLENDWR, 52, BRIXTON-HILL,

containing 8 bedrooms, bathroom, large drawing room, dining room, morning room, library, billiards room, conservatory, and ample domestic offices.

Garage and gardeners' rooms.

The grounds comprise lawn, flower beds, two greenhouses, &c., the whole covering an area of OVER 54,600 FT. SUPER.

FOR SALE WITH VACANT POSSESSION.

Also

TWO FREEHOLD RESIDENCES.

50, BRIXTON-HILL and 11, HAYTER-ROAD.

Let at £120 and £50 8s. per annum.

STIMSON & SONS, 25, IRONMONGER-LANE, E.C.2, And 12, NEW KENT-ROAD, S.E.1.

Messrs. D. S. CLARK & Co.

6, FERNHEAD-ROAD, W.9.
Willesden 2233.
Will SELL at the
GUARDIANS' HALL, HARROW-ROAD, W.9,
on 6th JULY, at 7 p.m.,
the following:

47-53, BRACKENBURY-ROAD, FINCHLEY. FOUR FREEHOLDS. Gross £174 17s.

181, ASHMORE-ROAD, 2, PAIGNTON-STREET, and 86, CLARENDON-STREET, PADDINGTON. THREE LEASEHOLDS. Gross £218 18s. 8d. To be sold separately.

65, WAVERLEY-ROAD, 49, ALFRED-ROAD, and 4, CLARENDON-STREET, PADDINGTON; 49, LEIGH-ROAD, HIGHBURY; and 9, RETCAR-STREET, HIGHGATE. FIVE FREEHOLDS, to be sold separately, producing as a whole £447 17s. per annum.

Particulars and conditions of sale may be obtained of the Auctioneers, as above.

12, UPPER BERKELEY STREET,
PORTMAN-SQUARE, W.
LOW-STORIED BIJOU RESIDENCE.

Close to Park and Marble Arch; 5 bedrooms, 3 bath rooms, 4 reception rooms, and good domestic offices. Direct Lease at £80 per annum. For SALE by AUCTION (unless previously disposed of) on 11th JULY, at the LONDON AUCTION MART, E.C.4. Auctioneers:—

RALPH PAY & TAYLOR,
3, MOUNT-STREET, W.1. (Grosvenor 1032.)
Solicitors: Lowe and Co., 2, Temple Gardens, E.C.2.

Mortgagees' Sale. SOUND INVESTMENT.

SITTINGBOURNE, KENT.

E. & S. SMITH, MERRETT & SON

will SELL by AUCTION, at BULL HOTEL, on FRIDAY, 14th JULY, at 2.30 o'clock, the TWO FREEHOLD SEMI-DET. RESIDENCES and GARAGES, Maurey and Lonicera, Borden-lane. Each let at £50.

Solicitors: Messrs. Cutler, Allingham & Ford, 15, Duke-street, St. James's.

Auctioneers' Offices: 25, Great James-street, Bedford-row.

Telephone: HOLBORN 584 (3 lines).

WEATHERALL & GREEN

Surveyors, Valuers, Auctioneers, and Estate Agents,

22, CHANCERY LANE, W.C.2.

SALES BY AUCTION.

VALUERS FOR ESTATE DUTY OF REAL ESTATE AND FURNITURE.

RATING SURVEYORS. COMPENSATION VALUERS. VALUERS OF LICENSED PROPERTY.

SALTER, REX & CO.

Chartered Surveyors, Auctioneers & Valuers

311, KENTISH TOWN ROAD, N.W.5, and 121, CHEAPSIDE, E.C.2.

'Phones: GULLIVER 1085 (4 lns.) & NATIONAL 8394 (2 lines.

DOUGLAS YOUNG & CO.

At the LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4, on WEDNESDAY, 12th JULY, 1933.

WEMBLEY.—Six Freehold Shops with Flats over, 20-30, HIGH-ROAD, having Main Road frontage and producing £936 per annum. Freehold House, 75, JESMOND-AVENUE, let at £40 per annum net. Leasehold Factory Premises, known as The Repair Works, WEMBLEY HILL-ROAD, having 2,300 square feet of floor space and 1,650 square feet of extra land.

CLERKENWELL. — Freehold Shop Premises, 83, LEATHER-LANE, E.C.1, in a busy market position a few doors from Clerkenwell-road, with Vacant Possession.

CLAPHAM.—Freehold Investment, 31, PARADISE-ROAD, comprising House and Workshop, producing £136 10s. per annum. 2, 4, 6, 8, 10, 12, 14, 15 and 17, CLARENCE-STREET, comprising Leasehold Ground Rents and Rack Rents amounting to £257 9s. 6d. per annum.

Auctioneers' Offices: 69, COLEMAN-STREET, E.C.2. Met. 5672 (2 lines); 213, CLAPHAM-ROAD, S.W.9. Brixton 0903 (2 lines).

HARRODS LTD.

62-64, BROMPTON ROAD, S.W.1.

BOIS FARM, CHESHAM ROAD, CHESHAM BOIS, BUCKS.

DESIRABLE FREEHOLD RESIDENCE

Hall, Three or Four Reception, Seven Bed and Dressing, Bath Room, Good Offices.

Co.'s Electric Light, Gas and Water. Modern Drainage.

GARAGE. USEFUL OUTBUILDINGS.

Also Picturesque Old Farmhouse together with extensive Range of Farm Buildings and Fine Old Barns containing a wealth of Oak.

MATURED PLEASURE GARDENS
together with
VALUABLE BUILDING LAND
with a main road frontage of about 1,000 feet, extending in all to about
8½ ACRES.

FOR SALE by AUCTION, as a whole or in Four Lots (unless previously sold privately), at HARRODS ESTATE SALE ROOMS, S.W.1, on TUESDAY, 4th JULY, 1933, at 2.30 p.m.

Solicitors: Messrs. FARRAR PORTER & Co., 2, Wardrobe-place, Doctors' Commons, London, E.C.4.

Illustrated Auction Particulars, together with Conditions of Sale and Orders to View, may be obtained of the Joint Auctioneers, Messrs. SWANNELL & SLY, Amersham; and HARRODS, LTD., 62-64, Brompton-road, S.W.1. Surrey Office, West Byfleet.

SOHO, ISLINGTON & WALTHAMSTOW.

THREE EXCEPTIONALLY WELL PLACED SHOPS
With vacant possession.

25, LITTLE EARL-STREET, W.C. FREEHOLD.
71, CHAPEL-STREET, ISLINGTON. LEASEHOLD.
55, HIGH-STREET, WALTHAMSTOW. LEASEHOLD.

LEASEHOLD SHOP INVESTMENT.
347, GARRATT-LANE, EARLSFIELD, S.W.
Let at £110 p.a. exclusive. Lease 64 years.
Ground Rent £7 10s. p.a.

FIVE FREEHOLD WEEKLY HOUSES.
37-45 (odd), KING HENRY-ST., ISLINGTON, N.16.
Gross Rents £248 10s. 4d. p.a.

The above will be SOLD by AUCTION by Messrs.

FERRIS & PUCKRIDGE

at the LONDON AUCTION MART, on TUESDAY, JULY 18th, 1933.

Particulars from the Auctioneers,
79, QUEEN-STREET, E.C.4 (Tele. Central 3753-4), and 29, THE BROADWAY, W.5 (Ealing 3513).

AUCTIONEERS AND SURVEYORS. **JONES, LANG & CO.** 17, KING STREET. CHEAPSIDE, E.C.2.

At the LONDON AUCTION MART, 155, QUEEN VICTORIA-STREET, E.C.4.

On TUESDAY, 11th JULY, 1933, at 2.30 o'clock.

By Order of Trustees, in lots.

THE VALUABLE

FREEHOLD GROUND RENTS,

PER £157 14s. ANNUM,

Secured upon

28 to 36 (even), Deronda-road, Herne-hill.
21, 22, 31 and 32, Grove Park, Camberwell.
66 and 68, Southwood-lane, Highgate.
44, 46, 52, 54, 58, and 60, Hornsey-rise, Islington.

Reversions in from 25 to 49 years.

Particulars can be had of Messrs. Winter & Co., Solicitors, 16, Bedford-row, W.C.1.

By Order of Mortgagees.

THE VALUABLE

FREEHOLD OFFICE BUILDING,

6, UNION COURT,

OLD BROAD-STREET, E.C.2.

Four well-lighted Floors and Basement.

TOTAL FLOOR SPACE about 2,100 SQ. FT.

Possession, except one small basement room.

Particulars can be had of Messrs. Iliffe, Sweet & Co., Solicitors, 2, Bedford-row, W.C.1.

Or of the Auctioneers, as above.

HERRING, SON & DAW

(Sir HERBERT DAW, F.S.I., H. WARWICK DAW, F.S.I.)

FORTHCOMING AUCTIONS

At the LONDON AUCTION MART, 155, QUEEN VICTORIA STREET, E.C.4, on TUESDAY, 11th JULY, 1933.

By Direction of the Liquidator, H. Watson Humphries, Esq., F.C.A.

To Investment Companies, Property Syndicates and Others.

A QUITE EXCEPTIONAL AND UNIQUE COLLECTION OF

IMPORTANT CITY PROPERTIES

Comprising :

Address.	Description.	Tenure.	Gross Income
CITY OF LONDON.			
36/38, WHITEFRIARS STREET, E.C.4.	Offices Premises.	Lease 70 years. Ground Rent £450 p.a.	£2,300 p.a.
16/17, DEVONSHIRE SQ., BISHOPSGATE, E.C.2.	Business Premises.	Leases 36 & 46 years. Ground Rents £710 p.a.	£4,334 p.a.
61, 62, 63, BARBICAN, and 2, 3, 4, 5, 6 & 7, NEW ZEALAND AVENUE, E.C.1	Shop, Showroom & Office Building.	Lease 35 years. Ground Rent £1,038 p.a.	£5,995 p.a.
8, LAURENCE POUNTNEY HILL, E.C.4	Office Building.	Lease 52 years. Ground Rent £565 p.a.	£2,018 p.a.
35. BASINGHALL STREET, E.C.2	Showroom & Office Premises,	Lease 40 years. Ground Rent £245 p.a.	£1,296 p.a.
34, NOBLE STREET, E.C.2	Showroom & Office Premises.	Lease 68 years. Ground Rent £254 p.a.	£830 p.a.
2 & 3, HIND COURT, FLEET STREET, E.C.4 ..	Business Premises.	Lease 70 years. Ground Rent £265 p.a.	£1,235 p.a.
14 & 16, BISHOPS COURT, OLD BAILEY, E.C.4	Business Premises.	Lease 45 years. Ground Rent £90 p.a.	£510 p.a.
2A, WINDSOR COURT, MONKWELL ST., E.C.2	Business Premises.	Lease 44 years. Ground Rent, £96 p.a.	£565 p.a.
16, BRIDGEWATER SQ., and 50/52, FANN ST. ..	Business Premises.	Lease 54 years. Ground Rent £260 p.a.	£2,322 p.a.
18 & 19, QUEENHITHE, E.C.4.	Office Building.	Lease 43 years. Ground Rent £369.	£1341 p.a.
FINSBURY.			
80, FANN STREET, E.C.1	Business Premises.	Freehold.	£550 p.a.
8, BAYER STREET, E.C.1	Business Premises.	Lease 52 years. Ground Rent £275 p.a.	£1,705 p.a.
1–6, YOUNGS BUILDINGS, OLD STREET, E.C.1	Weekly Cottages.	Freehold.	£173 p.a.
3, WARDENS PLACE, E.C.1	Weekly House.	Freehold.	£54/12/–
HYDE PARK.			
STANHOPE COURT, STANHOPE PLACE, W.2 ..	A Block of 12 Mansion Flats.	Lease 70 years. Ground Rent £450 p.a.	£6,062 p.a.
STEPNEY.			
3, LANCASTER PLACE, MINORIES, E.1	Warehouse Premises.	Freehold.	£220

Receiver and Liquidator - H. Watson Humphries, Esq., F.C.A., Messrs. HOBBS, RAVENSCROFT & HUMPHRIES, 23 King Street, E.C.2.
Solicitors : Messrs. CLIFFORD-TURNER, HOPTON & LAWRENCE, 81-87, Gresham Street, E.C.2.

By Direction of Messrs. Hoare & Co. Ltd. De-licensed Premises.

FOR OCCUPATION OR INVESTMENT.
Adjoining University College.

Substantial FREEHOLD BUSINESS PREMISES.
No. 23, GOWER PLACE, W.C.1.

(LATELY "THE BARLEY CORN.")
Comprising Ground Floor, Basement and Two Upper Floors.
FRONTAGE 20 FEET. DEPTH 40 FEET.
Solicitors: Messrs. Nicholson, Graham & Jones, 19-21, Moorgate, E.C.2.

THE IMPORTANT BUSINESS PREMISES,
Nos. 34 and 53, ALDERMANBURY, E.C.1.

Situate in the heart of the Textile Area.
PRODUCING £1,163 PER ANNUM.
Leases each 21 years unexpired. Ground Rents £175 and £252 p.a.
Solicitor: S. Sebba, Esq., LL.B., 7 and 8, Gt. Winchester St., E.C.2.

FREEHOLD CORNER BUSINESS PREMISES.
No. 57, WHITECROSS STREET, FINSBURY, E.C.1.

(LATELY "THE CAT.")
Situate on the edge of the City of London Boundary.
Comprising Ground Floor, Basement and Three Upper Floors.
SITE AREA APPROX. 1,000 SQ. FEET.
Forming an Ideal Site for Immediate Development.

FREEHOLD BUSINESS PREMISES.
No. 63, GRAY STREET, BLACKFRIARS ROAD, S.E.1.

(LATELY "JOHN O'GROAT.")
Situated between Blackfriars Road and Waterloo Bridge Road.
Comprising Ground Floor, Basement and Two Upper Floors.
FRONTAGE ABOUT 25 FEET.
Solicitors: Messrs. Nicholson, Graham & Jones, 19-21, Moorgate, E.C.2.

Particulars and Conditions of Sale may be obtained from the respective solicitors or of the auctioneers.

HERRING, SON & DAW, 100c, QUEEN VICTORIA STREET, E.C.4. Telephone: City 7068-9.
1, BROADWAY, WESTMINSTER, S.W.I. Telephone: Victoria 8425.

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